

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

Carol A. Wilson, et al)	Case No.: 2:16-cv-1084
)	
Plaintiffs,)	Chief Judge Edmund A. Sargus
)	
vs.)	Magistrate Judge Kimberly A. Jolson
)	
Chagrin Valley Steel Erectors, Inc.,)	
)	
Defendant/Third Party Plaintiff,)	
)	
vs.)	
)	
Justin M. Helmick,)	
)	
Third-Party Defendant.)	

PLAINTIFF CAROL WILSON'S AFFIDAVIT IN SUPPORT OF PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

I, Carol A. Wilson, being first duly cautioned and sworn, depose and state:

1. That I am the Administrator for the Trustees of the Ohio Operating Engineers Health and Welfare Plan, the Trustees for the Ohio Operating Engineers Pension Fund, the Trustees for the Ohio Operating Engineers Education and Safety Fund, and the Trustees for the Ohio Operating Engineers Apprenticeship and Training Fund ("Funds"). As Administrator, I have personal knowledge of the following facts:

2. That Defendant Chagrin Valley Steel Erectors, Inc. ("Defendant"), is a party to collective bargaining agreements with the International Union of Operating Engineers, Local 18 (the "Union"), true and accurate copies of which are attached as Exhibit A to the Complaint, which obligate Defendant to make contributions to Plaintiffs' Funds on behalf of Defendant's employees. The full text of these collective bargaining agreements are attached hereto as Exhibit 1 and 2.

3. In the course of my duties as the Administrator for Plaintiffs, I determined that Defendant failed to make contributions to the Funds as required by Defendant's collective bargaining agreements and the Trust Agreements covering the various Funds.

4. The rules and regulations adopted by the Trustees of the Funds specifically provide that the Trustees shall be entitled to recover, in addition to the delinquent contributions, interest on the delinquent contributions at the rate of 18 percent per annum calculated from the date of discovery of the delinquencies (which is usually the date Defendant's payroll records were audited); in addition, the Trustees adopted rules and regulations providing that the Trustees shall be entitled to recover, in addition to the delinquent contributions, statutory interest calculated at the rate of 18 percent per annum on the amount of delinquent contributions.

5. That the Trustees have established an interest rate of 18 percent per annum upon unpaid audit findings.

6. That upon my examination of the Employer Monthly Reports, the Trustees' Field Auditor's audit report dated October 31, 2016 and the records submitted to me by Defendant and upon my calculations relative to the hours worked for the period in question, I have determined that Defendant failed to make timely contributions for all hours paid to its employees to the Funds for the audit period August 1, 2015 to October 1, 2016, as Defendant was bound to do. As of this date, Defendant owes the Funds \$60,661.00 in delinquent contributions, along with accumulated interest charges in the amount of \$11,154.47, calculated to August 9, 2017, plus \$13.83 per day thereafter, as long as the judgment remains unpaid; plus additional interest in a like amount as provided for in 29 U.S.C. §1132(g). The Funds have requested an audit of Defendant's records for the period of October 2, 2016 to the present.

7. That to the best of my knowledge and belief, the amounts set forth above truly and accurately reflect the amounts due and owing to Plaintiffs' Funds.

8. That Justin Helmick is an employee of the Funds, working as a field representative. One of Mr. Helmick's duties as field representative is working with signatory contractors to collective bargaining agreements with the Union to ensure they make all contractually required contributions to the Funds. Mr. Helmick is routinely notified when an audit reveals that contributions are owed by a contractor.

9. The "Local 18 Richfield Training Site" referred to in the electronic communication from Funds employee Justin Helmick to Patrick Smith of Infinity Construction Co. is a facility built by the Ohio Operating Engineers Apprenticeship and Training Fund to assist in training of operating engineers.

Further Affiant Sayeth Naught.

Carol F. Wilson
Carol Wilson, Administrator

Sworn to before me and subscribed in my presence this 31st day of August, 2017.



SUSAN R. EBBELER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-29-18

Susan R. Ebbeler
Notary Public

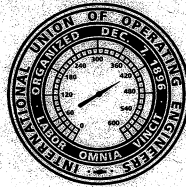
EXHIBIT 1 TO
WILSON AFFIDAVIT

**CONSTRUCTION EMPLOYERS
ASSOCIATION
BUILDING AGREEMENT**

**EFFECTIVE
May 1, 2012 through April 30, 2015**

Between

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 18 AND ITS BRANCHES
(AFL-CIO)**



And



**CONSTRUCTION EMPLOYERS
ASSOCIATION
BUILDING AGREEMENT**

EMPLOYERS

**Construction Employers
Association**

950 Keynote Circle
Suite 10
Cleveland, Ohio 44131-1802

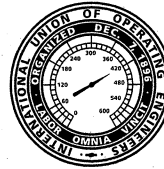
Office: (216) 398-9860
Fax: (216) 398-9801

Tim Linville
Executive Vice President

EFFECTIVE
May 1, 2012 through April 30, 2015

Between

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 18 AND ITS BRANCHES
(AFL-CIO)**



And



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DIRECTORY

OFFICERS and DISTRICT REPRESENTATIVES

Local 18 and its Branches
Headquarters Office
3515 Prospect Avenue
Cleveland, Ohio 44115
Office: 216-432-3138
FAX: 216-432-0370

Patrick L. Sink
Business Manager

Richard E. Dalton
President

Mark A. Totman
Vice President

Premo P. Panzarelli
Financial Secretary

Gary G. Siesel
Recording-Corresponding Secretary

Joseph S. Lucas
Treasurer

IV

THIS AGREEMENT, AS NEGOTIATED WITH THE CONSTRUCTION EMPLOYERS ASSOCIATION AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 18, APPLIES ONLY TO DISTRICT 1

DISTRICT 1

Covering the following counties in Ohio:

Ashtabula	Erie	Huron	Lorain
Cuyahoga	Geauga	Lake	Medina

Representatives

Don Taggart, District Representative
Jack Klopman, II
Tom Perevosnik
David Russell, Jr.

3515 Prospect Avenue
Cleveland, Ohio 44115
Office: 216-432-3131
FAX: 216-432-3135

V

AGREEMENT

Between

**THE CONSTRUCTION
EMPLOYERS ASSOCIATION (CEA)
which may be referred to hereinafter
as the "Association"**

And

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 18 and its Branches (AFL-CIO)
referred to hereinafter as the "Union"**

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents, to wit:

That, whereas, the parties desire to stabilize employment and promote efficiency in the Construction Industry, agree upon wage rates, hours and conditions of employment, and to eliminate strikes, boycotts, lockouts, and stoppages of work, and

Whereas, the Union and the Employer shall, through the issuance of working rules and regulations to the workers, inform them of the terms of this Agreement and enforce compliance with the terms thereof, and

Whereas, the Employers agree to recognize and subscribe to the approved referral system as adopted by the International Union of Operating Engineers, Local 18.

Now, therefore, the undersigned Association and the Union agree as follows:

ARTICLE I

GEOGRAPHICAL JURISDICTIONAL AREA

1. The provisions of this Agreement shall govern employment of and conditions under which employees shall work and rates of pay they shall receive on work in Building Construction in the following geographical area.

2. **ZONE IA** shall consist of the following counties: Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, and Medina in the State of Ohio.

DEFINITION OF BUILDING CONSTRUCTION

3. **"Building Construction"** work is defined as the erection and construction of building structures, including modifications thereof, or additions or repairs thereto intended for use for shelter, protection, comfort or convenience, and demolition of same. Building Construction shall also include the excavation and foundations for building construction.

SCOPE

A. **"Industrial and Building Site"** work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level.

B. **"Power Plant, all Wind Generation Devices and all supporting infrastructure (underground and roadway), Solar Farms, Geo Thermal Sites, Amusement Park, Athletic Stadium Site"** work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps, and other such construction work performed on the work site.

C. **"Sewage Plant, Waste Plant, and Water Treatment Facilities Construction"** work shall be all work in construction of pumping stations, waste and sewage disposal plants,

incinerator plants, water treatment plants, filtration plants, solid waste disposal, and similar pollution control processes.

D. Any work under A, B, and C above awarded subsequent to the effective date of this Agreement, the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

ARTICLE II

RECOGNITION, SECURITY, PROVISIONS, AND LIMITATIONS

4. **Recognition**—The Association hereby recognizes the Union as the exclusive collective bargaining agent for all Operating Engineers (within the territory stated in Article I), and the Union recognizes the Association as the exclusive collective bargaining agent for all Employers of the Operating Engineers (within the territory stated in Article I), and it is mutually acknowledged that each has acted as such agents continually for more than the past twenty (20) years, and that now and over such period each has been so recognized by appropriate departments or agencies of both federal and state governments.

5. **Liabilities**—This Agreement is negotiated by the Association acting as negotiating representative for its members for whom it holds bargaining rights and for any breach of this Agreement the liability of an Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent acting without liability for the acts of its individual members or other employers within the stated territory.

6. **Provisions and Limitations**—All members of the Association for whom it holds bargaining rights and any person, firm, or corporation who as an Employer becomes signatory to this Agreement, shall be bound by all terms and conditions of this Agreement as well as any future amendments which may be negotiated by the Association, and the Union, and furthermore shall be bound to make the Health and Welfare payments, Pension payments, Apprenticeship Fund payments, and Education & Safety (E&S) Fund payments required under Article IV for all work performed within the work

jurisdiction outlined in Article I of this Agreement, or any other payment established by the appropriate Agreement.

7. Management Rights—The operation of the job and the direction of the working forces, including the right to hire, suspend, and discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the Employer, except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage its business.

8. Nondiscrimination—It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, and Lawful Orders thereof relative to nondiscrimination and fair employment practices. The Employer and the Union shall not knowingly discriminate against nor limit employment opportunities of any employee or applicant for employment for Union membership, or Apprenticeship training because of race, color, sex, age, religion, national origin, or ancestry.

Whenever the masculine gender is referred to in this Agreement (he, his, him, etc.) it is intended to include the female gender as appropriate.

9. Further, the Employer and Union agree to adopt and embrace the Affirmative Action Program executed under provisions of the Executive Order 11246 and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations Revised; an Affirmative Action Program to implement all provisions of applicable federal regulations to assure nondiscrimination in employment, upgrade, demotion or transfer, recruitment advertising, layoff or termination, rates of pay, and selection for all types of training as evidenced in Exhibit "B" here attached as if they had originally negotiated the same.

10. Jurisdiction of Work—In accordance with the terms of this Agreement, the Employer shall employ Operating Engineers for the erection, operation, assembly and disassembly, and maintenance and repair of the following construction equipment regardless of motive power: Air Compressors, Batch Plants, Boilers, Cableways, Derricks, Finishing Machines (including Laser Screeds), Pumps, Truck, Crawler, Locomotive and Tower Cranes, Concrete Mixers and Concrete Mixing Plants, Hoes, Shovels, Pile Drivers, Tractors, Scrapers, Endloaders, Hoists, Forklifts,

Skidsteers, and all like equipment as described in paragraphs 49, 50, and 51 of this Agreement including the use of geodimeter or any other device that electronically measures (shoots) distance shall be the work of the Operating Engineers (only applies to in-house crew), and within the jurisdiction as assigned to the Union by the American Federation of Labor.

11. Operating Engineers shall be employed to do all pipefitting and all burning and welding necessary for the preparation and maintaining of equipment operated by members of the Union.

12. Operating Engineers shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance, and operation of the below listed small equipment:

- Compressors of 185 CFM or less (not discharging into a common header)
- Heaters
- Welding machines of 300 amps or less
- Gas or diesel driven water pumps 4" and under (or one 6" water pump)
- Generators of 15 KW or less
- Conveyors 18" belt or less

A combination of up to five (5) pieces of the above equipment shall, when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "F" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

Operating Engineers shall be assigned to all work performed in connection with the installation, maintenance, repair, and the starting and stopping of electric submersible pumps. Necessary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty; no full-time Operator is required.

Work in the servicing and maintaining of self-contained, mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew, or Oiler. Equipment Operator employees shall be required to carry sufficient tools to make minor adjustments on the equipment they operate.

13. Dewatering Systems—A "Dewatering System" is defined as a combination of one (1) or more pumps of any type, size, or motive power with combined discharge capacity of over 4", including but not limited to well-point pumps, submersible well pumps, ejector, or educator pumps in combination with wells, well-points, sumps, piping, and/or other appurtenances irrespective of motive power to control water on any and all types of construction work. The complete installation, operation, and necessary maintenance work, including all piping, shall be performed by Operating Engineers. A Dewatering System shall be operated by Pump Operators at all times the Dewatering System is in operation unless otherwise agreed at the pre-job conference or with the Union.

14. The Union will at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent men/women to operate, maintain, and repair equipment in accordance with the terms and conditions of the Agreement.

15. Pre-Job—It is agreed that upon the request of either party a pre-job conference shall be held prior to commencing work. In case of a necessary emergency start of the construction job, the pre-job conference shall be held as soon as possible after the start of work. It is further agreed that upon the awarding of any building contract of \$500,000.00 and over, the successful Employer will immediately notify the Union when he has been awarded the contract. It is further agreed the Union may request, receive, and hold a pre-job conference with the Employer on an individual basis.

16. Following are the items which will be discussed at the pre-job conference:

A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classifications of work under this Agreement and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.

B. Work schedules.

C. Questions of jurisdiction and assignment of work.

D. The Employer agrees that whenever possible at such pre-job conference he will notify the Union of any subcontracts let by the Employer, the names of the subcontractors, and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original pre-job conference for the project. It is understood and agreed that no agreement may be made at the pre-job conference which will in effect change, modify, or abrogate the labor agreement in effect between the two parties hereto.

17. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the local unions above stated on the effective date of this sub-section shall remain members of the local unions in good standing as a condition of employment.

18. All present employees who are not members of the local unions and all employees who are hired hereafter shall become and remain members in good standing of any one of said locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section or following the beginning of their employment, whichever is later.

19. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety, and protection of his employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XIV, Paragraphs 113, 114, and 115 of this Agreement. Intoxication and/or assault committed on the job site shall be cause for immediate discharge. Employees shall at all times conduct themselves in a professional manner on the job site. Employees shall report to work garbed in clothing and shoes that are work appropriate.

20. The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labor-saving devices. The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned him/her by the AFL-CIO, will be respected and all Operating Engineers work will be performed by an Operating Engineer, and it is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible. It is agreed that a fair day's work shall be given for a fair day's pay.

21. Local 18 employees on hourly, day-pay, or weekly-pay classification equipment may change from one piece of equipment to another and back to the original piece of equipment only once in the course of a work day, providing the following conditions are met:

- A. All equipment is operated by Local 18 employees.
- B. The unmanned equipment shall be parked and shut off.
- C. The change shall not interfere with another employee's work day or displace another Local 18 employee.
- D. The employee will be paid at the wage rate for the classification of equipment which provides the highest hourly wage rate for that day.
- E. Changing will be only between hourly and day-pay equipment and weekly-to-weekly pay equipment. At no time shall there be intermixing of weekly to day or hourly-type machines.

If the Employer assigns any piece of equipment to someone other than the Operating Engineer, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wages and fringe benefits from the first day of violation.

22. The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes, and such other duties as he may have to perform. The Employer shall make a good faith effort to allow access for the Business Representative to visit the job site. In the event of an accident, the Business Representative shall be allowed immediate access to

the job site. The Representative will report to the job supervisor before visiting the project.

STEWARD

23. The Union may, when it believes it necessary, appoint a Steward whenever possible from Operating Engineers working on the Employer's job and the Union District Representative will, when making such an appointment, notify the Employer. The Steward shall perform full-time work for the Employer and shall be subject to the same rules, rights, and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, or slowdown of work, or perform any other action which would be in violation of this Agreement.

24. The Employer agrees that each new employee shall report to the job Steward and/or Master Mechanic/Equipment Foreman before starting work if there has been a Steward and/or Master Mechanic/Equipment Foreman appointed for that particular Employer's job. The Steward shall be allowed sufficient time during working hours to perform all normal duties required of a Steward. No Steward shall have job priority but will be laid off in the same manner as any other Operating Engineer upon completion of his/her particular job assignment. A twenty-four (24) hour notice to the Union prior to his/her lay-off is required to give the Union time to select another qualified Steward to replace the laid-off Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

SAFETY

25A. The Union and the Employer will cooperate in the establishment of a safety program. At the pre-job conference by mutual agreement, the wearing of safety hats may be made a condition of employment. Both the Employer and employees shall comply with the applicable state safety codes and any other applicable government or civil regulations pertaining to safety. It is expressly understood that if the employees' immediate health and safety are involved, the Union through its representative may order discontinuation of operations until satisfactory results are obtained, or until such time as a recognized safety agency such as OSHA or the Ohio State Industrial Commission, through any of its representatives, shall declare the equipment or operation to be safe. If during the term of this Agreement, the Ohio legislature

authorizes ADR programs in the Ohio Workers' Compensation laws, the parties agree to meet and negotiate in good faith, if possible, an optional program consistent with the legislation

25B. The Safety Training Passport 16 hour program will be made available to all Union members by the Union at no cost to the Employer.

Program will consist of:

Safety Awareness as required by OSHA 29 CFR 1926.21

Fall Protection as required by OSHA 29 CFR 1926.503
Hazard Communication as required by OSHA 29 CFR 1926.59

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

Trench Safety: Operating Engineers dispatched to a project to perform trench excavation work will be required to have successfully completed eight (8) hours of Trench Safety Training.

25C. Since May 1, 2012 all Operating Engineers dispatched to a project are required to have OSHA 30-hour certification. (Two (2) OSHA classes per year will be taught by the CEA during the duration of this Agreement.)

25D. For safety reasons the use of personal pagers, iPods, cellular telephones, and other electronic devices shall be prohibited during work hours. The use of the above-stated items shall be restricted to recognized break times. The abuse or misuse of the above-stated devices shall be cause for dismissal. If communication devices are required by the Employer they will be supplied by the Employer.

26. All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an operator is required to don a special protective suit and/or a self-contained breathing apparatus at a private, state, federal, or other designated toxic/hazardous waste site, that operator shall receive the hourly wage plus an additional twenty percent (20%) fringe benefit will be paid at the contractual hourly rate. Reasonable dress-up time and clean-up time will be allowed. The first bargaining unit employee on the job will be designated the steward-safety person, who

shall have access to Employer monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites.

It is expressly understood that if the employees' immediate health and safety are involved the Union, through its representative, may order discontinuation of operations until satisfactory results are obtained, or until such time as a recognized safety agency such as OSHA, the Ohio State Industrial Commission, or EPA, through any of its representatives, shall declare the equipment or operation to be safe. All Operating Engineer employees shall be advised by the Employer prior to employment as to the nature of the hazardous waste and possible resultant physical injuries as may be required by applicable law.

27. Within forty-eight (48) hours after an industrial accident occurs, the Employer shall have all necessary State Workers' Compensation forms available and completed on the Employer's part. A copy of the completed forms shall be sent to the Union's office in the District where the accident occurred.

UNIFORM DRUG AND ALCOHOL PROGRAM

27A. Drug Testing: The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job

accident resulting in an injury to a person or property or who's observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impairs the employee's ability to safely perform his/her duties on the job site. Such tests involve a sampling of the employee's blood, urine, or breath unless a specific type of test is required by the project owner, developer or construction manager in which case such mandated test shall be observed. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge. Refusal to take a test or the submission of an adulterated sample shall be determined the same as a positive test result. The employee/member shall follow all requirements outlined in this section.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute or Drug Abuse or College of American Pathology laboratory and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer, and the Union. The employee shall be paid his/her regular hourly wage and fringes for time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee shall be granted a leave of absence for up to thirty (30) days for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee confines him/herself to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program to the Local 18 Medical Review Officer (MRO), the employee shall be removed from the Employer's job site, shall be prohibited from registering under Article III of the referral of this Agreement, and shall not

be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program to the Local 18 MRO, the employee may be restored to his/her original job with the Employer. If the Employer's job is completed or the employee's construction equipment he/she operated immediately prior to commitment is no longer on the job site, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the Local 18 MRO upon request, monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her referral card in the register and utilize the referral or if working, to be removed from work. After the third (3rd) positive drug or alcohol test, he/she will be permanently barred from registering on the Local 18 referral.

27B. Harassment Policy: The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

ARTICLE III REFERRAL SYSTEM

28. Local 18 and its Branches shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one office of the Union at any one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and re-registrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

Group A: All applicants who have worked as Operating Engineers at least three hundred and sixty (360) days, ninety (90) days or more per year, during the last four (4) years, and have been employed for at least three hundred and sixty (360) days, ninety (90) days or more per year during the four (4) years of work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State

of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

Group A Preferred: Must have Group A eligibility.

Group A registrants may voluntarily register in the Group A Preferred, however; registrants in this Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of referral from the Group A Preferred deck. Preferred A status employees will not be eligible for letter of request by the Employer: 1. Welding Machines, 2. Elevator, 3. Conveyor, 4. Pumps, 5. Compressors, 6. Generators, 7. One Drum Hoist, 8. Mono-Rail Hoist, and 9. Portable Heaters.

It is further understood and agreed that when the Employer employs Operating Engineers not currently in his employ for any machines listed in this section, the Employer shall call the referral office servicing his job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

Workmen registering in this Preferred A group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

Group A Retirees: Must have Group A eligibility.

The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group. The Group A retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A retirees will not be eligible for letter of request by the Employer.

Group B: Same as Group A, except that the employment shall have been at least two hundred and seventy (270) days, three (3) years of ninety (90) days each. All fourth year Apprentices and Trainees shall be registered in this group.

Group C: All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

Group D: All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

Group E: All other applicants and all first year Apprentices and Trainees shall be registered in this group.

Group F: All applicants who are "temporary employees".

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeyman certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union Hall, the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

Any registrants requesting that their work registration card be placed on hold due to sickness or ill health must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one-hundred and twenty (120) days. No registration cards will be placed in the hold position for illness less than a thirty (30) day duration. Any refusals of dispatches due to illness for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

29. In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of the reason of such rejection. In the event a registrant is discharged by the Employer because of lack of sufficient ability, and the registrant does not exercise his/her rights under the Referral Board of Review and Arbitration under Paragraph 33, the classification or equipment from which the registrant is discharged shall be stricken from the registrant's referral record and the registrant shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or

2. Has presented to his/her dispatch office a letter from a previous employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of equipment in his employment.

D. When an applicant is actually employed, the applicant shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until such applicant has made application to the Board of Review and Arbitration provided for in Paragraph 33 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, the applicant's name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one [1] day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days (only one [1] fifteen [15] day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, the applicant shall be restored to his/her previous position on the register when such employment terminates. Any applicant who quits employment or fails to show up for work assignment after being dispatched, for whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until such applicant puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before the applicant is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the district office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the district. If an applicant refuses a job referral for the second consecutive time, such applicant shall lose his/her position on the register and go to the bottom of the list for his/her group.* If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$19.25 (\$19.75 effective July 1, 2012) and another \$19.25 (\$19.75 effective July 1, 2012) for each re-registration thereafter, provided that such fee shall not exceed \$19.25 (\$19.75 effective July 1, 2012) in any consecutive thirty (30) day period, and provided that such fee shall not apply to the following:

(1) Members in good standing of Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and

*Does not apply to the Market Retention Agreement referral.

(2) Applicants for membership to Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their fees; and

(3) Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.

G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.

H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.

I. Subject to this referral system Employers may hire through this referral policy by name former employees who have resided for at least twenty-four (24) months in the State of Ohio or any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union district office and the employee requested must be registered on the district referral list (Groups A through E).

Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the district in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing, on the letterhead of the Employer and signed by either the Employer or the Superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union district office from which the employee is to be transferred.

The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide nondiscriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event that the referral list is exhausted, and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays, and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees," and will be subject to replacements. The Employer will notify the Union district representative of the name, union affiliation (if any), date of employment, and social security number of such "temporary employee." The Union will maintain a register of all such "temporary employees" and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.

Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

(1) The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working, and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.

(2) The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his request for employee applicants, the Union shall refer the first applicant on the register possessing such skills, or abilities, regardless of the place or classification of such applicant on the register. If the Employer notifies the Union in writing, of an Operator who has been in his/her employ who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom

Local 18 has a contractual relation without a proper referral by Local 18, shall be discharged by the Employer when it is called to his attention.

30. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.

31. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects, or obligation of Union membership, policies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment, or applicant for Union membership, or Apprenticeship training because of race, color, sex, age, religion, national origin, or ancestry. If requested by an Owner, the Union agrees in their best effort to supply local residents, minorities, and females in the numbers requested by the Owner and as recognized legally by the referral system.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to herein.

32. In addition to the above Registration Groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants referred out of the Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above

will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of Group A, Preferred A, and Group A Retirees except as modified herein.

33. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration consisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

34. This statement as to referrals, shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union, and all offices of the Employer.

35. A CEA representative may inspect the referral register at the Union district office at any time during normal office hours.

36. All officers and business representatives of the Union who have had previous work experience in any one or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, he shall do so with the same preference as if he had continually worked at the trade and shall be eligible upon registration for Group A.

ARTICLE IV

FRINGE BENEFIT PROGRAMS

37. The fringe benefit provisions contained herein shall apply to all Employer members of the CEA for whom it holds bargaining rights, and all Employers who become signatory or bound by this Agreement, and any other Employer or Employer groups who become a party to an agreement covering the fringe benefit programs set forth herein.

38. All Employers bound hereby agree to be bound by the Agreement and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan, and Apprenticeship Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto, shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan and their successors as their representatives for the purpose set forth in said Agreements and Declarations of Trust.

39. Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be

considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

PENSION FUND: Effective May 1, 2012 is \$5.75 per hour

HEALTH & WELFARE FUND: Effective May 1, 2009 is \$6.66 per hour

APPRENTICESHIP FUND: Effective May 1, 2012 is \$0.60 per hour

EDUCATION & SAFETY FUND: Effective May 1, 2012 is \$.07 per hour

40. It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the Construction Industry Service Program (CISP) under Paragraphs 97, et. seq. and with respect to the Administrative Dues deduction under Paragraph 101. Notwithstanding the foregoing authority allowing audits with respect to the CISP and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds or Plan referred to herein and shall not be conducted independently. The twenty-four (24) hours notice referred to in Paragraph 41(A) shall only be given for delinquencies to the employees' Fringe Benefit Funds or Plan referred to herein.

41. Reports of employees who have worked, the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or part, and in addition to all other remedies, either in law, in equity, by contract, or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:

A. After the Trustees or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the Funds, Plan, or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary until such delinquent payments are made or said audit is permitted, such action including but not limited to the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues. In the event that an Employer is sixty (60) days delinquent in the payment of fringe benefits, the Union shall withhold its services until the Employer has reached complete compliance and shall be required to make payments on a weekly basis thereafter.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitration procedure in this paragraph to collect delinquent contributions and liquidated damages to enforce any audit, or to obtain any report, the following procedure shall apply:

(1) Unless the issue is resolved between the Employer and the party giving notice within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan, or Union, such party may refer the matter to an arbitrator to be named by the CEA and by Local 18 of the International Union of Operating Engineers whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefore, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

42. In no event shall the foregoing provisions relating to fringe benefits be subject to or suitable for grievance and arbitration under Article XIV of this Agreement.

43. The Employer must obtain an insurance payment bond (IPB) from a company that is "best" rated A, financial category 7 or better, payable to the Ohio Operating Engineers Fringe Benefit Program as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event the Employer

becomes delinquent in its payments and defaults thereon. In lieu of a surety bond, an Employer may substitute an equivalent cash bond, which will be escrowed to guarantee payment of fringes.

If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union shall withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said IPB in the amounts set forth below:

- 1-10 Operating Engineers—\$50,000.00 IPB
- 11-20 Operating Engineers—\$75,000.00 IPB
- 21-50 Operating Engineers—\$100,000.00 IPB
- Over 50 Operating Engineers—\$125,000.00 IPB

Bonding amendments may be reviewed and adjusted on an annual basis by both parties of the Agreement.

44. In the event that federal health care reform legislation becomes effective during the term of this Agreement, which imposes obligations on the parties requiring modification of the Health and Welfare provisions of this Agreement, it is agreed that the parties will immediately meet to negotiate appropriate modifications.

ARTICLE V WAGE RATES

45. The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes within the jurisdiction of the International Union of Operating Engineers, and as negotiated by and between Local 18 and its Branches, of the International Union of Operating Engineers and the CEA.

46. Exhibit "A" covering wage rates and classifications attached hereto is made a part of this Agreement.

47. **New Technology & Equipment:** The parties understand that new equipment and technology is constantly being developed to replace or adapt equipment being operated by members of Local 18. Accordingly, the parties agree to establish a four (4) person Executive Committee consisting of the Executive Vice President of the CEA and one (1) designee, and the Business Manager of the International Union of Operating Engineers,

Local 18, and one (1) designee. The committee shall review new equipment and technology that is replacing or adapting equipment operated by members of Local 18 to establish applicable classifications and other applicable terms and conditions of employment. The decision of the committee shall be final and binding and the collective bargaining agreement shall be modified to reflect that decision. If the committee is deadlocked, the dispute will be submitted to arbitration under the applicable contractual provision.

48. The geographical jurisdiction of this Agreement will be zoned for wages only. Conditions of employment will be the same for all employees covered by this Agreement.

Zone IA: Covering counties of Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, and Medina.

ARTICLE VI

WEEKLY PAY, DAY PAY, AND HOURLY PAY CLASSIFICATIONS AND REPORTING PAY PROVISIONS

49. In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

- A-Frames
- Air Compressors, pressurizing shafts or tunnels
- Asphalt Plants
- Boiler Operators, Oilers, Helpers, Registered Apprentices, and Signalmen, when members of crew
- Boiler Operators, Compressor Operators, Hydraulic Pumps, and Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)
- Cherry Pickers
- Combination Concrete—Mixers and Towers
- Cranes (all types)
- Cranes — compact; track or rubber over 4000 lbs. capacity
- Cranes — self erecting; stationary, track or truck (all configurations)
- Deckhands
- Derricks
- Draglines
- Dredges (dipper, clam, or suction) 3-man crew
- Gradalls

- Hoes (except when attached to farm or industrial-type tractor or Cat 320 backhoes or equivalent and below)
- Hoists, with two or more drums
- Maintenance Engineers (Mechanic and/or Welder)
- Master Mechanics/Equipment Foremen
- Mixers, Paving (multiple drum)
- Panel Board Operators (all types on site)
- Pile Drivers
- Power Shovels
- Robotics Equipment Operator/Mechanic
- Rotary Drills (all), used on caisson work, wells (all types), Geothermal work, and sub-structure work
- Side Booms
- Tug Boats

50. In all counties covered by ZONE IA of this Agreement, the following classifications shall be employed on a DAY PAY basis:

- Asphalt Pavers
- Backfillers and Tampers
- Backfillers
- Bar and Joint Installing Machines
- Batch Plant Operators
- Boom Trucks
- Bulldozers
- Bull Floats
- Burlap and Curing Machines
- CMI-type Equipment
- Cableways
- Concrete Pumps
- Concrete Spreaders
- Crushers
- Drum Firemen in Asphalt Plants
- Elevating Graders or Euclid Loaders
- End Loaders
- Finishing Machines
- Floating Equipment (anything on Great Lakes or its tributaries is under the River and Lake Agreement)
- Form Trenchers
- Generators (except when furnishing power for hand tools)
- Generators (Sonic Pile Driving)
- Grinders (all)

Hoes (when attached to farm or industrial-type tractors or Cat 320 backhoes or equivalent and below)
 Horizontal Directional Drill Operator and Horizontal Directional Drill Locator
 Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate
 Inboard, Outboard Motor Boat Launches
 Laser Screeds and like equipment
 Lead Greasemen
 Locomotives (all)
 Mobile Concrete Pumps, with Boom
 Mucking Machines
 Pavement Breakers, Hydro, or Cable
 Planers (all types)
 Plant Mixers (on site)
 Portable Hydraulic Gantry (lift system C Rate) (F Rate if a second person is needed)
 Power Graders
 Power Scoops
 Pump Operators, installing or operating well-points or other types of dewatering systems
 Push Cats
 Road Widening Trenchers
 Rollers (all types)
 Rotomills
 Rough Terrain Forklifts (with winch/hoist)
 Saw, concrete vermeer-type
 Self-propelled Power Spreaders
 Self-propelled Power Sub-graders
 Slip Form Pavers
 Straddle Carriers
 Tractors, pulling sheepfoot rollers or graders
 Trench Machines (over 24")
 Vibratory Compactors, with integral power

51. In all counties covered by ZONE 1A of this Agreement, the following classifications shall be employed on an HOURLY PAY basis (two [2], four [4], or eight [8] hours):
 Barrier Moving Machines
 Bobcat-type and/or Skid Steer Loader, 3/8 yard or less
 Bobcat-type and/or Skid Steer Loader with any and all attachments
 Boilers (15 lbs. pressure and over)

Cleaning Machine Operator (decontamination included)
 Compressors, on building construction
 Conveyors, used for handling building material
 Cranes — compact; track or rubber under 4000 lbs. capacity
 Farm-type Tractors, pulling attachments
 Forklifts
 Gunit Machines
 Helicopter Operators
 Helicopter Winch Operators
 Hoists, building construction
 House Elevators, except those automatic call button controlled
 Hydro-seeders
 Kolean-type Loaders (dirt loading)
 Lift Slabs or Panel Jacks
 Light Plants
 Man Lifts
 Mixers, more than one bag capacity
 Mixers, one bag capacity (with side loaders)
 Modular Moving and Placement machine (C rate) (F rate if a second person is needed)
 Mud Jacks
 Oilers, Helpers, and Boiler Operators, when not members of crew
 Post Drivers
 Post Hole Diggers
 Power Driven Heaters (oil fired)
 Power Scrubbers
 Power Sweepers
 Pressure Groutings
 Pumps (all)
 Submersible Pumps (all)
 Utility Operators
 Vac/Alls
 Welders, except electric machines

52. In the counties covered by ZONE 1A, WEEKLY PAY employees covered by this Agreement and reporting for work on Saturday, Sunday, and holidays shall be paid as follows: Employees who have not started to work will receive two (2) hours at premium pay for reporting to work (only need to stay on job for one (1) hour). Employees who start to work will receive four (4) hours pay at premium rate; more than four (4) hours will receive

eight (8) hours pay at premium rate. For inclement weather only it will be 2-4-6-8 hours pay at the premium rate of pay.

They must report for work at starting time and remain on the job until released.

53. When a machine having a forty (40) hour guarantee is laid up on a project site and the workers are laid off and paid off, that machine cannot be started back to productive work on that project site unless it is laid up for one (1) week (seven days) without calling back the workers who had manned the machine and they shall be paid for the time they have been off unless mutual agreement is reached between the Employer and the Union district representatives to permit employees to work on the weekly guarantee equipment during the seven (7) day "lay-up" period without penalty.

54. In the counties covered by ZONE 1A, DAY PAY employees reporting for work on Saturday, Sunday, and holidays shall be paid as follows: Employees who have not started to work will receive two (2) hours at premium pay for reporting to work (only need to stay on job for one (1) hour). Employees who start to work will receive four (4) hours pay at premium rate, more than four (4) hours will receive eight (8) hours pay at premium rate. For inclement weather only it will be 2-4-6-8 hours pay at the premium rate of pay.

They must report for work at starting time and remain on the job until released.

55. In the counties covered by ZONE 1A, employees covered by this Agreement employed on an HOURLY PAY basis, unless notified by the Employer not to report to work, shall receive two (2) hours pay for reporting to work; if such Operating Engineer does not start work, such Operating Engineer shall receive his/her two (2) hours reporting time. An employee may be required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the Employer releases the employee prior to the end of the first hour. If the employee starts work, the employee shall receive four (4) hours pay, if the employee works over four (4) hours, the employee shall receive eight (8) hours pay, for inclement weather only it will be 2-4-6-8 hours.

In counties covered by ZONE 1A, employees covered by this Agreement employed on an HOURLY PAY basis reporting to work on Saturday, Sunday, or holidays, all conditions in this paragraph will apply and both reporting time and time worked

will be paid for at the rate provided in accordance with Article VII. They must report to work at starting time to be entitled to reporting pay. Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

When an employee working on equipment with a WEEKLY PAY guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three (3) days of the week. The Employer will notify the Union district representative prior to the application of this provision.

56. On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. Upon the Employer's request to the Union business agents for a second day for special occasions, the Union gives the agents authority to authorize a second day for the period of this Agreement.

57. All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

58. Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.

ARTICLE VII

PROVISIONS FOR PREMIUM RATE OF PAY

59. The week shall begin on Monday A.M. and end on Sunday P.M.

60. The regular starting time must be established for not less than one (1) week. Any time worked prior to the established starting time will be paid for at the applicable premium rate unless otherwise arranged through Union notification.

61. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours. Premium time shall be paid for all work in excess of eight (8) hours per day, or forty (40) hours per week, whichever is greater. (Refer to Paragraph 62A).

When an Employer performs clearance and excavation for site preparation for industrial or building sites, the Employer will pay the wage rates listed herein, all overtime will be performed at one and one-half (1-1/2) times the regular rate. All other conditions and provisions shall be as provided herein.

62A. Time and one-half the established rate of pay or any escalated rate that may be in effect Monday through Friday for the first two (2) hours of overtime worked, with Saturday at time and one-half for the first ten (10) hours. All other overtime, including Sundays and holidays, will be paid double time at the appropriate rate.

62B. Where project owners have established: (1) specifications, (2) requirements, or (3) safety practices or reasons that limit the days or hours in which work may be performed, the Employer after advance notice to the Union may start the work week after 6:00 p.m. on Sunday at straight time rates. In applying this schedule, Sunday p.m. will be considered Monday, the following Friday will be considered Saturday (paid at time and one-half) and Saturday will be considered Sunday (paid at double time). All premium pay provisions will apply for the sixth and seventh day as to Saturday and Sunday respectively.

63. No WEEKLY PAY employee covered by this Agreement shall lose time because of the observed holidays. If not requested to work, the employee shall be paid eight (8) hours straight time pay at the rate established in this Agreement, or eight (8) hours at any escalated rate that may be in effect. Holidays shall be of twenty-four (24) hours duration. When required to work on holidays, the employee shall be paid two (2) times the regular rate established in this Agreement or any escalated rate in effect.

64. There shall be no work required on Labor Day except in special cases of emergency.

65. The observed holidays are Christmas, New Year's Day, Labor Day, Memorial Day (last Monday in the month of May), Independence Day, and Thanksgiving Day. When any of the aforementioned holidays fall on Sunday, they will be observed on Monday. All WEEKLY PAY employees covered by this Agreement

to be eligible for holiday pay, must be available for work the first regularly scheduled work day prior to the holiday and be available for work the first regularly scheduled work day after the holiday.

66. Where steam boilers, power driven heaters, or pumps are used on a continuous seven (7) day twenty-four (24) hours per day operation, overtime may be avoided by using four (4) shifts of Operating Engineers, each shift to work six (6) hours on a seven (7) day basis. Each Operating Engineer so employed shall be paid forty (40) hours at the applicable straight time rate and two (2) hours at double the applicable straight time rate. The aforementioned condition, where overtime may be avoided, can only be used upon the Employers guarantee of a minimum thirty (30) days of operation. In the event the Employer cannot furnish thirty (30) days of employment after starting work under Paragraph 66, it is agreed that upon lay-off of employees the Employer will pay retroactive overtime to such laid-off employees from the start of this particular operation in accordance with Article VII, Paragraph 62, of this Agreement.

67A. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification to work a four-ten hour schedule, he shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten work schedule must be by the week.

In addition to the above: It is agreed that when time is lost by the crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown, or directions of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. All hours worked in excess of the forty (40) hours in the work week or ten (10) hours each day, shall be paid at the appropriate overtime rate of pay.

B. Any employee hired on any day of the week, Monday through Thursday, and who does not lose any time from the day of his/her initial hire until Thursday shall receive

the overtime rate of wages for Friday, providing the crew is eligible for the premium rate for Friday.

C. Should any other trade on the project in the Employer's employ, working in conjunction with the Operating Engineers, receive premium pay on a Friday, the Operating Engineers would also receive premium pay for the Friday.

D. If the other basic crafts employed by the Employer on the project receive the overtime rate for the ninth (9th) and tenth (10th) hours, the Operating Engineers will also receive the overtime rate.

E. When an employee works three (3) days or less in a week, premium time will be paid after eight (8) hours for each of the days, except for holidays, inclement weather, or completion of the job.

F. Pay day will be on Thursday.

68. Operating Engineers employed on any equipment within the jurisdiction of the International Union of Operating Engineers working in shafts, tunnels, or storage caverns where natural earth or rock is undisturbed overhead shall be paid fifty cents (\$.50) per hour above the rates in this Agreement or in addition to any escalated rate that may be in effect. This does not apply to open cut work.

69. Booms including jib over 200 feet in length, seventy-five cents (\$.75) per hour in addition to the crane rate or any escalated rate that may be in effect. Booms including jib 300 feet and over in length, one dollar (\$1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

70. Tower cranes, the effective length of the mast and the boom combined, will be used to determine when these extra rates will be applied.

71. Tower cranes, the height of the boom point from the first floor level of the project, will be used to determine when these extra rates will apply.

71A. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification shall be paid a premium of fifty cents (\$.50) per hour in addition to the crane rate or any escalated rate that may be in effect.

ARTICLE VIII

CREWS AND GENERAL PROVISIONS

72. In the counties within the jurisdiction of ZONE IA of this Agreement, crews (meaning an Operating Engineer, Apprentice/Helper, Signalman, Registered Apprentice, or Helper on machines, regardless of motive of power, or an Operating Engineer, and a Boiler Operator, or Registered Apprentice on a steam machine) shall be employed on all truck cranes and on backhoes (100,000 lbs.) and over, and over eighty (80) ton (manufacturer's base maximum structural capacity) cable crawler cranes, as well as on the following equipment: power shovels, cranes, draglines, hoes, and on rotary drills (all), used on caisson work, wells (all types), geothermal work and sub-structure work, cableways, tower cranes, multiple drum pavers, pile driving machines, locomotives and trench machines over 24" wide. On remote control gradalls, Apprentice/Helper shall be at discretion of Employer. Truck cranes, lattice boom, thirty (30) ton (manufacturer's base maximum structural capacity) and under, hydraulic truck cranes and all terrain cranes, fifty (50) tons (manufacturer's base maximum structural capacity) or less, an Apprentice/Helper is not required. If a second person is needed in conjunction with the operation of this equipment, then the second person will be an Operating Engineer.

73. Wherever a second person is necessary in connection with the operation of the aforementioned equipment, backhoes (100,000 lbs. or less), and cable crawler cranes less than eighty (80) tons (manufacturer's base maximum structural capacity) in ZONE IA, such second person will be Apprentice/Helper, Registered Apprentice, Helper, Boiler Operator, or Signalman and shall be employed on the basis herein provided for members of crews.

74A. Apprentice/Helper duties: If an Apprentice/Helper is required to be employed pursuant to the provisions of this Agreement, or the Employer chooses to employ one, may consist of, but not be limited to, the following: start-up, lubrication, maintenance and minor repairs, checking grades or assisting in same, flagging traffic when the machine is obstructing or impeding same, hook up or unhook of materials that are being hoisted, loaded or unloaded onto the machine he/she is oiling, assisting in the leveling of equipment, spotting trucks for the loading of dirt or

other materials, cover small equipment as outlined in Paragraph 12. Additionally Apprentice/Helpers will perform the following work on the project

- Act as a signal person
- Safety/Fire watch
- Practice operating in a learning environment in the vicinity
- Help with survey duties on the project
- Help mechanic, lube truck, fuel
- Practice operating rough terrain forklift, front loader, rubber tire hoe, loader in the vicinity of primary duty
- Replace other operators who may be absent on project
- Run parts or materials as necessary
- Safety enforcement
- Productive activity on job site to facilitate job completion when it does not interfere with progress of primary machine, providing this does not interfere with another Operating Engineer's workday

74B. Apprentice/Helper on jobs of thirty (30) days or more will be given a minimum thirty (30) minutes per day operating the machine they are assigned to. If the Apprentice/Helper cannot be trained to operate the machine to the satisfaction of the operator he/she shall be replaced.

75. Work of the Boiler Operator, Apprentice/Helper, Registered Apprentice, Helper, and Signalman shall include getting up steam and greasing up, filling gas tanks, and making the machine and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Apprentice/Helper, Registered Apprentice, Helper, or Signalman is required to make gas or diesel machines ready to operate before the regular starting time, such Apprentice/Helper, Registered Apprentice, Helper, or Signalman shall be paid one-half (1/2) hour's pay at one and one-half (1-1/2) times the regular rate. If, at the discretion of the Employer, a Boiler Operator, or Registered Apprentice is required to get up steam and grease steam machines and make them ready to operate before regular starting time, then such Boiler Operator or Registered Apprentice shall be paid one (1) hour's pay at one and one-half (1-1/2) times the regular rate.

76. Apprentice/Helper, Registered Apprentices, Signalmen, Grease Truck Operators, and Helpers, when requested to work the regular one-half (1/2) hour lunch period, will eat their lunch

prior to or after the regular one-half (1/2) hour lunch period in order to be able to oil, grease, and repair machines during the regular one-half (1/2) hour lunch period, at no extra pay.

77. More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer. This starting time must be maintained five (5) days, Monday through Friday. However, more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period.

Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift. When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay plus twenty-five cents (\$.25) per hour above the established rate of pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay plus fifty cents (\$.50) per hour above the established rate shall constitute the third shift. For the purposes of overtime pay for multiple shift operations, a work day shall be determined by the starting time of the shift.

78. When it is necessary for equipment to be operated overtime, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work and, if an Apprentice/Helper is required, the Apprentice/Helper who is regularly assigned to the particular piece of equipment shall be given first choice to perform the Apprentice/Helper duties. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic/Equipment Foreman or Steward will be notified, when possible, on such emergency requirements.

79. Employees who are requested, referred, and employed by Employers on the same day under hourly classifications in this Agreement shall be paid a minimum of eight (8) hours pay on the day they report to the job. Any overtime worked after the normal quitting time shall be paid at the proper overtime rate in addition to the eight (8) hours minimum FIRST DAY PAY guarantee.

80. Where compressors, hydraulic powered equipment, or boilers are mounted on crane-type equipment (piggy-back operation) two (2) Operating Engineers will be employed at the crane

rate or any escalated rate in effect; they shall also be employed under the weekly guarantee.

Where compressors up to 600 CFM and/or hydraulic powered equipment are operated and exclusively used to power attachments, such as hoe ram, power hammer, vibratory extractors, and other similar pieces of equipment (regardless of mode of power), the compressor will be considered and manned as a piggy-back operation, even though the compressor is located adjacent to the machine or crane and not mounted directly on the machine. The Apprentice/Helper operating the compressor is paid the Class "A" rate for the day.

81. ZONE IA—Cleveland and counties: When an Employer has eight (8) or more major Operating Engineers (classifications of A, B, and C) employed in the district, he shall employ a Master Mechanic/Equipment Foreman. In addition to the Master Mechanic/Equipment Foreman required above, if an Employer has five (5) or more Operating Engineers (classifications of A, B, and C) employed by him on any one job, he shall employ a Master Mechanic/Equipment Foreman on that job. The Master Mechanic/Equipment Foreman so employed shall be answerable to the Employer and must be a member of the International Union of Operating Engineers, Local 18. Job Master Mechanics/Equipment Foremen so employed shall be paid at the rate specified herein, or paid fifty cents (\$.50) per hour above the highest rate of any Engineer working under his direction, whichever of these rates is higher.

82. Operators of equipment serviced by a Master Mechanic/Equipment Foreman on a job site shall not be counted in the number of Operators within the district to determine when a Master Mechanic/Equipment Foreman will be required for the district.

83. Employees shall be paid once each week, with not more than five (5) days withheld on the designated pay day on the job prior to their normal quitting time. Failure to comply with this provision will require the Employer to pay these employees involved the double time rate if required to wait on the job. If required to return the next day to receive their pay, they shall be paid a minimum of four (4) hours at the hourly rate applicable for that day. These same conditions will apply to employees who are terminated after completion of their job assignment. In the event of the discharge of an employee, the employee shall be paid im-

mediately, or the employee's time will continue until the employee is paid off properly. If not paid off by normal quitting time, the aforementioned requirements will be applied if the employee is required to return the next day for his/her pay.

84. Pay checks will show the following information:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) All fringe contributions (to be shown as a total contribution)

85. Employees requiring relief for sickness or other causes must arrange for such relief before leaving the job site. Such relief shall be arranged through the Union district office.

86. Employer agrees to carry Workers' Compensation or other equivalent liability insurance for the protection of all employees covered by this Agreement.

87A. At the direction of the Employer's representative on the job, Operating Engineers shall be allowed proper time for necessary repairs and upkeep. During periods of major repairs there must be suitable shelter around equipment and heated from November through March.

87B. Equipment Operator employees shall be required to carry sufficient tools to make minor repairs and adjustments in order to meet manufacturer's daily maintenance requirements on the equipment they operate. This excludes diagnostic and electronic equipment.

88. On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

89. Sanitary drinking water and toilet facilities will be available in compliance with the provisions of the applicable state code.

90. The Employer agrees, upon the termination of any employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release (The Union will provide uniform numbered

slips in duplicate; original for employee and the duplicate for the Employer's file).

91. No supervisory employee shall perform productive work or operate equipment which would deny an Engineer employee employment.

ARTICLE IX TERM OF AGREEMENT

92. The provisions of this Agreement shall continue in force and effect through April 30, 2015 and thereafter from year to year until termination at the option of either party, after sixty (60) days notice in writing to the other party.

93. If the Union requests to divert wage increases to fringe payments after the Agreement is effective, the Union must give the CEA at least sixty (60) days notice prior to the date the wage increase becomes effective to allow the changes to be made in certified prevailing rates. Any new fringe benefit program will be by mutual agreement between the parties.

ARTICLE X APPRENTICES

94A. In order to maintain sufficient skilled mechanics for the industry and, in order to present proper learning opportunities for youth and, in order to effectuate the principles and desires of the negotiating parties created by the foregoing, the negotiators hereby fully subscribe to the Ohio Operating Engineers Apprenticeship Fund Agreement and Declaration of Trust dated October 20, 1965 as if they had originally negotiated the same. The only limitation upon the program is the Affirmative Action Program here attached (Exhibit "B"), in addition to the proper rules, regulations, processes, and procedures enunciated by the Joint Apprenticeship and Training Committee established by the Trust of October 20, 1965.

94B. The rates paid to the apprentice or trainee shall not exceed the classification rate the apprentice or trainee is working. For every five (5) Operating Engineer journeymen employed, there may be employed one (1) registered apprentice engineer or trainee. Through the referral, employers may employ registered

apprentices or trainees within this limitation when they are available. Any increase in the apprenticeship contributions, agreed by the parties, will be shared equally by the Union and the Employer.

95. It is understood by the negotiating parties that a Registered Apprentice Engineer works under the direction of the Operating Engineer and the Joint Apprenticeship and Training Committee, and that the Operating Engineer shall see that he/she stays on the job, properly caring for his/her machine. The Employer shall give sufficient opportunity for the Registered Apprentice to operate under the supervision of the Operating Engineer when time and opportunity avails itself. The Area Coordinator of Apprentices shall be apprised periodically and by his request of performance to further the Registered Apprentices' learning situation. Registered Apprentices shall receive the scale enunciated by the Joint Apprenticeship and Training Committee in the time-justified category that the Registered Apprentice has accomplished.

ARTICLE XI CONSTRUCTION INDUSTRY SERVICE PROGRAM (CISP)

96. The Employer and the Union agree to and approve the establishment of a CISP to promote the common good of the construction industry by providing financial support for activities which may include but not necessarily be restricted to: (a) promotion of safety, (b) market development, (c) protection of legitimate markets, (d) public relations, (e) personnel practices and labor relations, (f) education, (g) industry relations, (h) apprenticeship training, (i) participation in funds and plans provided for in collective bargaining agreements, such as Health and Welfare Plans, and (j) collection and distribution of information from and to all segments of the construction industry and related groups or authorities.

97. Effective May 1, 2012, each Employer bound by this Agreement shall pay fourteen cents (\$.14) per hour worked to the CISP for each employee within the bargaining unit. Such payments shall be included with all other fringe benefit payments and sent to the Ohio Operating Engineers Fringe Benefit Programs in Columbus, Ohio on the reporting forms provided by the Fringe Benefit Office. Payments shall be made no later

than the fifteenth (15th) day of the month immediately following the calendar month.

A. All work performed within the geographical jurisdictional area of this Agreement, as determined by the "Scope" of the Agreement as found in Article I, "Scope", shall be included as hours worked for the CISP contributions. This shall include all work within the building or site property line including, but not limited to, all excavations, grading, hoisting, utilities, parking lots, concrete and asphalt paving, equipment, and crane rental firms who provide Operating Engineers labor along with the equipment and other items as stated within the "Scope" in Article I, page 2. All hours worked regardless of location and agreements shall have the CISP contribution made along with all other fringe benefits and contributions.

B. The Union shall have no participation or control of any kind or degree whatsoever nor shall the Union be connected in any way whatsoever with the CISP.

C. The Employer will hold the Union harmless from any liabilities arising out of the terms of Paragraph 97 through and inclusive of Paragraph 97B.

98. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payments and reports for each monthly contribution period shall be due on or before the fifteenth (15th) day of each month covering amounts due for the preceding month. If an Employer shall fail to make his payment when the same shall be due and payable, he shall be subject to an additional charge of one and one-half percent (1-1/2%) per month until paid, to reimburse the CISP for damages due to additional administrative expenses and impairment of reserves. In addition to the additional charges referred to herein, an Employer who fails to make timely payments shall be liable for legal fees and court costs incurred by the Association in collecting late payments.

99. Should there be any termination of payments allocable to the CISP by reason of the expiration of this Agreement, or for any other reason, the assets and fund of the CISP shall not be distributed among any Employers, or the Union, but shall be held by the Association, which shall continue to administer and expend such assets and funds for the purposes as set forth herein and subject to the conditions as also provided herein.

100. There is, specifically excluded from the purposes of the CISP, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize Employers during periods of work stoppages or strikes.

ARTICLE XII

UNION ADMINISTRATIVE DUES AND DEDUCTIONS

101A. Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individually signed authorizations.

101B. The Employer will deduct ten cents (\$0.10) for each hour that the employee receives wages under the terms of the Agreement on the basis of individually signed voluntary authorized deduction forms. It is agreed that these authorized deductions are for remittance to Local 18's Political Education Patterns known as PEP, and are not a condition of membership in the International Union of Operating Engineers, Local 18 or of employment with the Employer, and that PEP will use such monies in making political contributions in connection with federal, state, and local elections. Payments for PEP reflecting employee hours worked shall be made on the monthly fringe benefit reporting forms and shall be remitted at the same time and in the same manner as the Employer submits the fringe benefit payments under Article IV of this Agreement.

The costs of administering this payroll deduction for PEP are incorporated into the economic package provided under the terms of this Agreement so that the I.U.O.E has through its negotiation and its execution of this Agreement, reimbursed the Employer for the costs of such administration.

All disbursements will be upon approval of the CEA-AGC/ Local 18 Political Screening Committee by majority vote. The joint committee will be formed and additional rules of operation established as soon as practical after ratification. The Committee's rules shall become part of this agreement as though fully written herein.

Unless otherwise agreed to by the Association and Union, all provisions of Paragraph 101B shall terminate or "sunset" with the termination of this agreement on April 30, 2015.

102. Credit Union savings will be agreed to only if deductions are the same for all employees and the Union is responsible for obtaining the voluntary authorizations.

103. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of said deductions.

ARTICLE XIII ENFORCEMENT MEASURES

104. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement.

105. The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly relieved after giving ample notice of his/her intention to quit to the Employer.

106. The Union shall not transfer a Union person from one employer to another without the consent of the Employer and the Union person involved. Neither shall the Employer transfer a Union person from his employ to another employer's payroll without the consent of the Union person involved and the Union.

107. All employees of the Employer shall be allowed time to vote on Election Day as required by law on employee's own time.

108. If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein, the Union agrees that such more favorable wage rates and conditions shall automatically be extended to the Employer. Special local, area, or national agreements negotiated to cover specific projects, or classes of work, or the application of paragraph 109 shall be excluded from this provision.

109. There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party may request a meeting with the other party to be held within fifteen (15) days of notification to the other party.

110. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal primary picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a local union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, a local union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional or illegal informational picket line shall be recognized.

111. When an employer rents or leases equipment manned from an Employer in signed relations with this Union, the engineer or crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's employment by the lessee shall terminate upon the termination of the lessee or rental of the equipment or any replacement thereof, whichever is later.

112. A Joint Committee will be formed to meet on a regular basis to discuss, review, and deal with problems involving the current Agreement and/or issues affecting the construction industry. The Joint Committee will meet semi-annually in the months of June and December.

ARTICLE XIV NO STRIKE-NO LOCKOUT ARBITRATION AND DISPUTES

113. The Employer shall not cause, permit, or engage in any lockout of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in, or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing, or other concerted interference against the Employer, or occurring at/or around the Employer's office or work locations during the term of this Agreement.

114. Should a dispute arise between any of the parties (employee, Employer, Association, and/or Union) to this Agreement as to its meaning, intent, or the application of its terms, this dispute will be settled in accordance with the following grievance procedure:

STEP 1

The aggrieved employee shall first take up his/her grievance orally with the Employer's supervisor or representative. The employee may, if he/she so desires, have his/her Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence or discovery of the grievance, but in no event will the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

STEP 2

In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the Agreement article effected and submit the grievance to the district business representative and the employee and the business representative shall meet with the Employer's representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then:

STEP 2A

Grievance may be considered by a designated representative of the Union and the Labor Relations Director of the CEA who shall have the authority to mutually agree upon a final and binding settlement of the grievance. If Step 2A is not utilized, or if no settlement can be reached in Step 2A within five (5) days from the date the grievance is referred, then:

STEP 3

The grievance may be referred to the Joint Committee consisting of six (6) members, three (3) to be appointed by the CEA and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the Joint Committee, by majority vote, resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this Agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the committee shall dispose of the case on the basis of such evidence. Failure by the CEA to convene the Joint Committee consisting of six (6) members, three (3) by the Union and three (3) by the CEA within thirty (30) days after the

grievance has been referred to Step 3, will result in the grievance being resolved in favor of the grievant and the remedy sought shall be satisfied within fifteen (15) calendar days. The thirty (30) days may be extended by written and signed agreement by both parties. If no settlement is reached at this step within fifteen (15) working days from the date the grievance is referred, then:

STEP 4

The grievance shall then be referred to an arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of arbitrators from which the arbitrator shall be selected by the alternate striking of names.

115. The expenses and fees of the arbitrator shall be shared equally by the parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto.

ARTICLE XV**DETERMINATION OF JURISDICTIONAL DISPUTES**

116. Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating The Panel for the Settlement of Jurisdictional Disputes in the Construction Industry. In particular, both parties agree to be bound by the provision of the Agreement which states, "Any decision or interpretation of The Panel for the Settlement of Jurisdictional Disputes in the Construction Industry shall immediately be accepted and complied with by all parties signatory to this Agreement."

The parties hereto agree that in the event of a jurisdictional dispute with any other union or unions, the dispute shall be submitted to The Panel for the Settlement of Jurisdictional Disputes in the Construction Industry for settlement in accord with the Plan adopted by the Building and Construction Trades Department of the AFL-CIO.

The parties here further agree that they will be bound by any decision or award of the Disputes Board. There shall be no

stoppage of work or slow down arising out of any such dispute. No jurisdictional work stoppages and no jurisdictional picket lines shall be recognized.

117. This Article of the Agreement will go into effect when the National AGC re-affiliates with The Panel for the Settlement of Jurisdictional Disputes in the Construction Industry.

ARTICLE XVI SAVINGS AND SEPARABILITY

118. It is mutually agreed that if any clause, terms, or provisions of this Agreement is or is hereafter found to be illegal, or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, such clause, terms, or provisions shall be or become inoperative of any effect without disturbing the other clauses, terms, or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect. In the event that any clause, terms, or provisions of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, said clause, terms, or provisions shall be renegotiated to the mutual satisfaction of the parties, but during such renegotiation work shall not be interrupted or stopped by lockout, strikes, boycotts, or other labor troubles.

ARTICLE XVII EFFECTIVE DATE

119. This Agreement shall be effective May 1, 2012 and shall remain in force and in accordance with the terms of Article IX hereof: Wage rates and fringe payments shall be effective as designated by this Agreement.

IN WITNESS WHEREOF, WE the undersigned duly authorized EMPLOYER REPRESENTATIVES and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18, and its BRANCHES, (AFL-CIO) executed this Agreement on the 1st day of May, 2012.

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its BRANCHES (AFL-CIO)

S/PATRICK L. SINK Committee Chairman
Business Manager

S/RICHARD E. DALTON Committee Person
President

S/MARK A. TOTMAN
Vice President

S/PREMO P. PANZARELLO Committee Person
Financial Secretary

S/GARY G. SIESEL
Recording-Corresponding Secretary

S/JOSEPH S. LUCAS
Treasurer

CONSTRUCTION EMPLOYERS ASSOCIATION

S/JIM FOX, CHAIRMAN
S/TIM LINVILLE
S/ROB DIGERONIMO
S/MICHAEL DYER
S/CHUCK FISHER

EXHIBIT "A" **WAGE RATES AND FRINGE CONTRIBUTIONS**

ZONE 1A covering Cleveland and the following counties: Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, and Medina

Classification: MASTER MECHANIC/EQUIPMENT FOREMAN

	05/01/12	05/01/13	05/01/14
Rate	\$34.83	\$35.53*	\$36.63*
H & W	6.66	7.06	7.06
Pension	5.75	5.75	5.75
Apprenticeship	0.60	0.60	0.60
CISP (Cleveland)	0.14	0.14	0.14
E & S	0.07	0.07	0.07
PEP	0.10**	0.10**	0.10**

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

**Voluntary

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Classification: GROUP A

	05/01/12	05/01/13	05/01/14
Rate	\$34.33	\$35.03*	\$36.13*
H & W	6.66	7.06	7.06
Pension	5.75	5.75	5.75
Apprenticeship	0.60	0.60	0.60
CISP (Cleveland)	0.14	0.14	0.14
E & S	0.07	0.07	0.07
PEP	0.10**	0.10**	0.10**

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

**Voluntary

51

Operators of:

A-Frames	Cranes (all types)
Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Packs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)	(Boom & Jib 200' and over - \$35.08 effective 05/01/12) (Boom & Jib 300' and over - \$35.33 effective 05/01/12) (Boom & Jib 200' and over - \$35.78 effective 05/01/13)* (Boom & Jib 300' and over - \$36.03 effective 05/01/13)* (Boom & Jib 200' and over - \$36.88 effective 05/01/14)* (Boom & Jib 300' and over - \$37.13 effective 05/01/14)*
Boom Trucks (all types)	
Cableways	
Cherry Pickers	
Combination Concrete Mixers & Towers	
Concrete Pumps	

(all configurations)

(continued on next page)

Derricks (all types)	Mobile Concrete Pumps with Booms
Draglines	Panelboards (all types on site)
Dredges (dipper, clam, or suction), 3-man crew	Pile Drivers
Elevating Graders or Euclid Loaders	Power Shovels
Floating Equipment	Robotics Equipment Operator/Mechanic
Gradalls	Rotary Drills, (all), used on caisson work, wells (all types), Geothermal work, and sub-structure work
Helicopter Operators, hoisting building materials	Rough Terrain Forklifts with Winch/Hoist (when used as a crane)
Helicopter Winch Operators, hoisting building materials	Side Booms
Hoes (all types)	Slip Form Pavers
Hoists (two or more drums)	Straddle Carriers (building construction on site)
Lift Slab or Panel Jack Operators	Trench Machines (over 24" wide)
Locomotives (all types)	Tug Boats
Maintenance Engineers (Mechanic or Welder)	
Mixers, Paving (multiple drum)	

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Classification:
GROUP B

	05/01/12	05/01/13	05/01/14
Rate	\$34.18	\$34.88*	\$35.98*
H & W	6.66	7.06	7.06
Pension	5.75	5.75	5.75
Apprenticeship	0.60	0.60	0.60
CISP (Cleveland)	0.14	0.14	0.14
E & S	0.07	0.07	0.07
PEP	0.10**	0.10**	0.10**

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

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**Voluntary

Operators of:	Lead Greasemen
Asphalt Pavers	Mucking Machines
Bulldozers	Power Graders
CMI-Type Equipment	Power Scoops
Endloaders	Power Scrapers
Horizontal Directional Drill Locator	Push Cats
Horizontal Directional Drill Operator	Rotomills
Instrument Man	Saw (concrete vermeer-type)
Kolman-type Loaders (dirt loading)	

Classification:
GROUP E

	05/01/12	05/01/13	05/01/14
Rate	\$31.63	\$32.33*	\$33.43*
H & W	6.66	7.06	7.06
Pension	5.75	5.75	5.75
Apprenticeship	0.60	0.60	0.60
CISP (Cleveland)	0.14	0.14	0.14
E & S	0.07	0.07	0.07
PEP	0.10**	0.10**	0.10**

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.
**Voluntary

Operators of: Backfillers and Tampers Batch Plants Bar and Joint Installing Machines Bull Floats Burlap and Curing Machines Cleaning Machine Operator (decontamination included) Clefplanes Concrete Spreading Machines Crushers Deckhands Drum Firemen (asphalt) Farm-type Tractor, pulling attachments	Finishing Machines Forklifts (masonry work only) Form Trenchers High Pressure Pumps (over 1/2" discharge) Hydro Seeders Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header Self-Propelled Power Spreaders Self-Propelled Sub-Graders Submersible Pumps (4" and over discharge), provided it is not part of a dewatering system discharged into a common header Tire Repairmen Tractors, pulling sheepfoot rollers or graders Vibratory Compactors, with integral power
--	---

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Classification:
GROUP F

	05/01/12	05/01/13	05/01/14
Rate	\$24.55	\$25.25*	26.35*
H & W	6.66	7.06	7.06
Pension	5.75	5.75	5.75
Apprenticeship	0.60	0.60	0.60
CISP (Cleveland)	0.14	0.14	0.14
E & S	0.07	0.07	0.07
PEP	0.10**	0.10**	0.10**

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.
**Voluntary

Operators of: Apprentice/Helpers, Oiler, Signalmen Barrier Moving Machines (additional duty, paid same rate) Bobcat-type and/or Skid Steer Loader Bobcat-type and/or Skid Steer Loader with any and all attachments Cranes — compact; track or rubber under 4000 lbs. capacity Geodimeter Grade Checker Grinders (all) Inboard, Outboard Motor Boat Launches	Light Plant Operators Planers (all types) Power Boilers (less than 15 lbs. pressure) Power Driven Heaters (oil fired) Power Scrubbers Power Sweepers Pumps (under 4" discharge) Rod Man Saw (concrete vermeer-type) Submersible Pumps (under 4" discharge) Vac/Alls
---	---

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Classification:
GROUP C

	05/01/12	05/01/13	05/01/14
Rate	\$32.73	\$33.43*	\$34.53*
H & W	6.66	7.06	7.06
Pension	5.75	5.75	5.75
Apprenticeship	0.60	0.60	0.60
CISP (Cleveland)	0.14	0.14	0.14
E & S	0.07	0.07	0.07
PEP	0.10**	0.10**	0.10**

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

**Voluntary

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Operators of:

Air Compressors, pressurizing shafts, or tunnels	Mud Jacks
Asphalt Rollers (all)	Portable Hydraulic Gantry (lift system C Rate) (F Rate if a second person is needed)
Forklifts	Power Boilers (over 15 lbs. pressure)
Hoists, one drum	Pump Operators, installing or operating well points or other type of dewatering system
House Elevators (except automatic call button controlled)	Pressure Groutings
Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate	Trenchers (24" and under)
Laser Screeds and like equipment	Utility Operators
Man Lifts	
Modular Moving and Placement machine (C rate)	
(F rate if a second person is needed)	

Classification:
GROUP D

	05/01/12	05/01/13	05/01/14
Rate	\$31.95	\$32.65*	\$33.75*
H & W	6.66	7.06	7.06
Pension	5.75	5.75	5.75
Apprenticeship	0.60	0.60	0.60
CISP (Cleveland)	0.14	0.14	0.14
E & S	0.07	0.07	0.07
PEP	0.10**	0.10**	0.10**

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

**Voluntary

55

Operators of:

Compressors, on building construction	Post Drivers
Conveyors, building material	Post Hole Diggers
Generators	Pavement Breakers, hydraulic or cable
Gunite Machines	Road Widening Trenchers
Mixers, capacity more than one bag	Rollers
Mixers, one bag capacity (side loader)	Welder Operators

REGISTERED APPRENTICESHIP WAGE SCHEDULE - ZONE 1A
EFFECTIVE MAY 1, 2012

APPRENTICE RATES		TRAINEE RATES	
Year	Percentage of Bulldozer Rate	Year	Percentage of Bulldozer Rate
First	60%	First	50%
Second	70%	Second	60%
Third	80%	Third	70%
Fourth	90%	Fourth	80%

SPECIAL RATES

Any work under A, B, and C as described in Article I of this Agreement awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

EXHIBIT "B"

AFFIRMATIVE ACTION PROGRAM

- Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion, or national origin.
- The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment, upgrading, demotion or transfer, recruitment and recruitment advertising, lay-off or termination, rate of pay, and selection for all types of training.
- In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

A. APPRENTICESHIP

- The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:
- Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies, and state employment offices.
 - Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.
 - Notify all interested agencies and parties thirty (30) days prior to the period for taking applications, and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.

4. Provide application forms for apprenticeship and adequate instruction for properly preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation, and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, The Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a participating employer, The Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures, as well as, the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job, make every effort to assist and encourage minority group

apprentices, and to welcome such individuals to the job, and

B. Have each apprentice and pre-apprentice trainee assigned to a Journeyperson Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and

D. The education, training requirements, and disciplines of registered apprentices shall be governed by the Joint Apprenticeship and Training Committee and Standards.

B. JOURNEYPERSONS

1. The parties will undertake a joint training program to assure equal opportunity to all journeypersons who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the reasons for such determination shall be noted in writing, and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agreement and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer or successors, although not a member of the CEA or has not assigned his bargaining rights, does hereby join in, adopt, accept, and become a party to the collective bargaining agreement heretofore made by the CEA with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for Health & Welfare, Pension, Apprenticeship Training, Education & Safety (E&S), or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

Employer Name

Employer Address

City State Zip Code

Area Code & Telephone Number Area Code & Fax Number

Authorized Employer Representative (Signature) Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative (Signature)

CONTRACTORS COPY

(ORIGINAL SIGNATURE)

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer or successors, although not a member of the CEA or has not assigned his bargaining rights, does hereby join in, adopt, accept, and become a party to the collective bargaining agreement heretofore made by the CEA with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for Health & Welfare, Pension, Apprenticeship Training, Education & Safety (E&S), or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

Employer Name

Employer Address

City State Zip Code

Area Code & Telephone Number Area Code & Fax Number

Authorized Employer Representative (Signature) Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative (Signature)

HEADQUARTERS COPY (ORIGINAL SIGNATURE)

For Headquarters Use Only CODE _____

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer or successors, although not a member of the CEA or has not assigned his bargaining rights, does hereby join in, adopt, accept, and become a party to the collective bargaining agreement heretofore made by the CEA with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for Health & Welfare, Pension, Apprenticeship Training, Education & Safety (E&S), or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

Employer Name

Employer Address

City

State

Zip Code

Area Code & Telephone Number

Area Code & Fax Number

Authorized Employer Representative (Signature)

Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative

(Signature)

UNION DISTRICT COPY

(ORIGINAL SIGNATURE)

For Headquarters Use Only

CODE _____

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer or successors, although not a member of the CEA or has not assigned his bargaining rights, does hereby join in, adopt, accept, and become a party to the collective bargaining agreement heretofore made by the CEA with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for Health & Welfare, Pension, Apprenticeship Training, Education & Safety (E&S), or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

Employer Name

Employer Address

City State Zip Code

Area Code & Telephone Number Area Code & Fax Number

Authorized Employer Representative (Signature) Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative (Signature)

FRINGE OFFICE COPY (ORIGINAL SIGNATURE)

For Headquarters Use Only CODE _____

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer or successors, although not a member of the CEA or has not assigned his bargaining rights, does hereby join in, adopt, accept, and become a party to the collective bargaining agreement heretofore made by the CEA with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for Health & Welfare, Pension, Apprenticeship Training, Education & Safety (E&S), or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

Employer Name

Employer Address

City State Zip Code

Area Code & Telephone Number Area Code & Fax Number

Authorized Employer Representative (Signature) Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative (Signature)

ASSOCIATION COPY

(ORIGINAL SIGNATURE)



EXHIBIT 2 TO
WILSON AFFIDAVIT

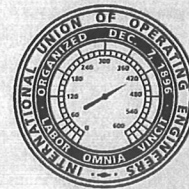


**CONSTRUCTION EMPLOYERS
ASSOCIATION
BUILDING AGREEMENT**

EFFECTIVE
July 1, 2015 through May 31, 2019

Between

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 18 AND ITS BRANCHES
(AFL-CIO)**



And



**CONSTRUCTION EMPLOYERS
ASSOCIATION**

BUILDING AGREEMENT

EFFECTIVE

July 1, 2015 through May 31, 2019

Between

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 18 AND ITS BRANCHES
(AFL-CIO)**

EMPLOYERS

**Construction Employers
Association**

950 Keynote Circle
Suite 10
Cleveland, Ohio 44131-1802

Office: (216) 398-9860
Fax: (216) 398-9801

Tim Linville, Esq.
Chief Executive Officer



And



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III

DIRECTORY

**OFFICERS
and DISTRICT REPRESENTATIVES**

Local 18 and its Branches
Headquarters Office
3515 Prospect Avenue
Cleveland, Ohio 44115
Office: 216-432-3138
FAX: 216-432-0370

Richard E. Dalton
Business Manager

Thomas P. Byers
President

Mark A. Totman
Vice President

Gary G. Siesel
Recording-Corresponding Secretary

Michael R. Bertolone
Financial Secretary

Joseph S. Lucas
Treasurer

**THIS AGREEMENT, AS NEGOTIATED WITH THE
CONSTRUCTION EMPLOYERS ASSOCIATION
AND THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL UNION 18,
APPLIES ONLY TO DISTRICT 1**

DISTRICT 1

Covering the following counties in Ohio:

Ashtabula	Erie	Huron	Lorain
Cuyahoga	Geauga	Lake	Medina

Representatives

Tom Perevosnik, District Representative

David Russell, Jr.

Michael R. Bertolone

Jack Klopman, II

Jacob Siesel

Chris Camino

3515 Prospect Avenue
Cleveland, Ohio 44115
Office: 216-432-3131
FAX: 216-432-3135

ARTICLE I

GEOGRAPHICAL JURISDICTIONAL AREA

1. The provisions of this Agreement shall govern employment of and conditions under which employees shall work and rates of pay they shall receive on work in Building Construction in the following geographical area.

2. **ZONE IA** shall consist of the following counties: Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, and Medina in the state of Ohio.

DEFINITION OF BUILDING CONSTRUCTION

3. **"Building Construction"** work is defined as the erection and construction of building structures, including modifications thereof, or additions or repairs thereto intended for use for shelter, protection, comfort or convenience, and demolition of same. Building Construction shall also include the excavation and foundations for building construction.

SCOPE

A. **"Industrial and Building Site"** work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level.

B. **"Power Plant, all Wind Generation Devices and all supporting infrastructure (underground and roadway), Solar Farms, Geo Thermal Sites, Amusement Park, Athletic Stadium Site"** work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps, and other such construction work performed on the work site.

C. **"Sewage Plant, Waste Plant, and Water Treatment Facilities Construction"** work shall be all work in construction of pumping stations, waste and sewage disposal plants, incinera-

tor plants, water treatment plants, filtration plants, solid waste disposal, and similar pollution control processes.

D. Any work under A, B, and C above awarded subsequent to the effective date of this Agreement, the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

ARTICLE II

RECOGNITION, SECURITY, PROVISIONS, AND LIMITATIONS

4. **Recognition**—The Association hereby recognizes and acknowledges that Local 18 and its Branches of the International Union of Operating Engineers is the sole representative of all Operating Engineer Employees covered by this Agreement for the purpose of collective bargaining. The Union likewise recognizes the Association as the sole bargaining agent for its members and non-CEA member contractors that have assigned their bargaining rights as it pertains to the Operating Engineers for work as defined herein for the geographical area and scope of work outlined. The CEA shall provide the Union with copies of documents verifying the status of such Employers.

5. **Liabilities**—This Agreement is negotiated by the Association acting as negotiating representative for its members for whom it holds bargaining rights and for any breach of this Agreement the liability of an Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent acting without liability for the acts of its individual members or other employers within the stated territory.

6. **Provisions and Limitations**—All members of the Association for whom it holds bargaining rights and any person, firm, or corporation who as an Employer becomes signatory to this Agreement, shall be bound by all terms and conditions of this Agreement as well as any future amendments which may be negotiated by the Association, and the Union, and furthermore shall be bound to make the Health and Welfare payments, Pension payments, Apprenticeship Fund payments, and Education & Safety (E&S) Fund payments required under Article IV for all work performed within the work jurisdiction outlined in Article

of this Agreement, or any other payment established by the appropriate Agreement.

7. Management Rights—The operation of the job and the direction of the working forces, including the right to hire, suspend, and discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the Employer, except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage its business.

8. Nondiscrimination—It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, and Lawful Orders thereof relative to nondiscrimination and fair employment practices. The Employer and the Union shall not knowingly discriminate against nor limit employment opportunities of any employee or applicant for employment for Union membership, or Apprenticeship training because of race, color, sex, age, religion, national origin, or ancestry.

Whenever the masculine gender is referred to in this Agreement (he, his, him, etc.) it is intended to include the female gender as appropriate.

9. Further, the Employer and Union agree to adopt and embrace the Affirmative Action Program executed under provisions of the Executive Order 11246 and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations Revised; an Affirmative Action Program to implement all provisions of applicable federal regulations to assure nondiscrimination in employment, upgrade, demotion or transfer, recruitment advertising, layoff or termination, rates of pay, and selection for all types of training as evidenced in Exhibit "B" here attached as if they had originally negotiated the same.

10. Jurisdiction of Work—In accordance with the terms of this Agreement, the Employer shall employ Operating Engineers for the erection, operation, assembly and disassembly, and maintenance and repair of the following construction equipment regardless of motive power: Air Compressors, Batch Plants, Boilers, Brokks, Cableways, Derricks, House Elevators (except call button controlled), Finishing Machines (including Laser Screeds), Hydro Excavator, Pumps, Truck, Crawler, Locomotive

and Tower Cranes, Concrete Mixers and Concrete Mixing Plants, Hoes, Tunnel Boring Machines, Shovels, Pile Drivers, Tractors, Scrapers, Endloaders, Hoists, Forklifts, Skidsteers, and all like equipment as described in paragraphs 49, 50, and 51 of this Agreement including the use of geodimeter or any other device that electronically measures (shoots) distance shall be the work of the Operating Engineers (only applies to in-house crew), and within the jurisdiction as assigned to the Union by the American Federation of Labor.

11. Operating Engineers shall be employed to do all pipefitting and all burning and welding necessary for the preparation and maintaining of equipment operated by members of the Union.

12. Operating Engineers shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance, and operation of the below listed small equipment:

- Compressors of 185 CFM or less (not discharging into a common header)
- Heaters
- Welding machines of 300 amps or less
- Gas or diesel driven water pumps 4" and under (or one 6" water pump)
- Generators of 15 KW or less
- Conveyors 18" belt or less

A combination of up to five (5) pieces of the above equipment shall, when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "F" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

Operating Engineers shall be assigned to all work performed in connection with the installation, maintenance, repair, and the starting and stopping of electric submersible pumps. Neces-

sary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty; no full-time Operator is required.

Work in the servicing and maintaining of self-contained, mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew, or Oiler. Equipment Operator employees shall be required to carry sufficient tools to make minor adjustments on the equipment they operate.

13. Dewatering Systems—A "Dewatering System" is defined as a combination of one (1) or more pumps of any type, size, or motive power with combined discharge capacity of over 4", including but not limited to well-point pumps, submersible well pumps, ejector, or educator pumps in combination with wells, well-points, sumps, piping, and/or other appurtenances irrespective of motive power to control water on any and all types of construction work. The complete installation, operation, and necessary maintenance work, including all piping, shall be performed by Operating Engineers. A Dewatering System shall be operated by Pump Operators at all times the Dewatering System is in operation unless otherwise agreed at the pre-job conference or with the Union.

14. The Union will at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent men/women to operate, maintain, and repair equipment in accordance with the terms and conditions of the Agreement.

15. Pre-Job—It is agreed that upon the request of either party a pre-job conference shall be held prior to commencing work. In case of a necessary emergency start of the construction job, the pre-job conference shall be held as soon as possible after the start of work. It is further agreed that upon the awarding of any building contract of \$500,000.00 and over, the successful Employer will immediately notify the Union when he has been awarded the contract. It is further agreed the Union may request, receive, and hold a pre-job conference with the Employer on an individual basis.

16. Following are the items which will be discussed at the pre-job conference:

A. The Employer will advise the Union Representative

of the Employer's requirements of necessary employees in the classifications of work under this Agreement and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.

B. Work schedules.

C. Questions of jurisdiction and assignment of work.

D. The Employer agrees that whenever possible at such pre-job conference he will notify the Union of any subcontracts let by the Employer, the names of the subcontractors, and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original pre-job conference for the project. It is understood and agreed that no agreement may be made at the pre-job conference which will in effect change, modify, or abrogate the labor agreement in effect between the two parties hereto.

17. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the local unions above stated on the effective date of this sub-section shall remain members of the local unions in good standing as a condition of employment.

18. All present employees who are not members of the local unions and all employees who are hired hereafter shall become and remain members in good standing of any one of said locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section or following the beginning of their employment, whichever is later.

19. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety, and protection of his employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XIV, Paragraphs 113, 114, and 115 of this Agreement. Intoxication and/or assault committed on the job

site shall be cause for immediate discharge. Employees shall at all times conduct themselves in a professional manner on the job site. Employees shall report to work garbed in clothing and shoes that are work appropriate.

20. The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labor-saving devices. The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned him/her by the AFL-CIO, will be respected and all Operating Engineers work will be performed by an Operating Engineer, and it is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible. It is agreed that a fair day's work shall be given for a fair day's pay.

21. Local 18 employees on hourly, day-pay, or weekly-pay classification equipment may change from one piece of equipment to another and back to the original piece of equipment only once in the course of a work day, providing the following conditions are met:

- A. All equipment is operated by Local 18 employees.
- B. The unmanned equipment shall be parked and shut off.
- C. The change shall not interfere with another employee's work day or displace another Local 18 employee.
- D. The employee will be paid at the wage rate for the classification of equipment which provides the highest hourly wage rate for that day.
- E. Changing will be only between hourly and day-pay equipment and weekly-to-weekly pay equipment. At no time shall there be intermixing of weekly to day or hourly-type machines.

If the Employer assigns any piece of equipment to someone other than the Operating Engineer, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wages and fringe benefits from the first day of violation.

22. The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes, and such other duties as he may have to perform. The Employer

shall make a good faith effort to allow access for the Business Representative to visit the job site. In the event of an accident, the Business Representative shall be allowed immediate access to the job site. The Representative will report to the job supervisor before visiting the project.

STEWARD

23. The Union may, when it believes it necessary, appoint a Steward whenever possible from Operating Engineers working on the Employer's job and the Union District Representative will, when making such an appointment, notify the Employer. The Steward shall perform full-time work for the Employer and shall be subject to the same rules, rights, and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, or slowdown of work, or perform any other action which would be in violation of this Agreement.

24. The Employer agrees that each new employee shall report to the job Steward and/or Master Mechanic/Equipment Foreman before starting work if there has been a Steward and/or Master Mechanic/Equipment Foreman appointed for that particular Employer's job. The Steward shall be allowed sufficient time during working hours to perform all normal duties required of a Steward. The Steward shall be the last employee to be laid off provided the Steward is not replacing an operator on Production Equipment and is qualified to perform the remaining work to be done at the job. The Steward shall not be terminated or laid off, except as the last qualified employee, without twenty-four (24) hour notice to the Union. Production Equipment includes all pieces of equipment listed in the weekly and daily pay classifications per Exhibit "A", Classifications: Master Mechanic/Equipment Foreman, Group A, and Group B.

SAFETY

25A. The Union and the Employer will cooperate in the establishment of a safety program. At the pre-job conference by mutual agreement, the wearing of safety hats may be made a condition of employment. Both the Employer and employees shall comply with the applicable state safety codes and any other applicable government or civil regulations pertaining to safety. It

is expressly understood that if the employees' immediate health and safety are involved, the Union through its representative may order discontinuation of operations until satisfactory results are obtained, or until such time as a recognized safety agency such as OSHA or the Ohio State Industrial Commission, through any of its representatives, shall declare the equipment or operation to be safe. If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers' Compensation laws, the parties agree to meet and negotiate in good faith, if possible, an optional program consistent with the legislation.

25B. The Safety Training Passport 16 hour program will be made available to all Union members by the Union at no cost to the Employer.

Program will consist of:

Safety Awareness as required by OSHA 29 CFR 1926.21

Fall Protection as required by OSHA 29 CFR 1926.503

Hazard Communication as required by OSHA 29 CFR 1926.59

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

Trench Safety: Operating Engineers dispatched to a project to perform trench excavation work will be required to have successfully completed eight (8) hours of Trench Safety Training.

25C. Since May 1, 2012 all Operating Engineers dispatched to a project are required to have OSHA 30-hour certification. (Two (2) OSHA classes per year will be taught by the CEA during the duration of this Agreement.)

25D. For safety reasons the use of personal pagers, iPods, cellular telephones, and other electronic devices shall be prohibited during work hours. The use of the above-stated items shall be restricted to recognized break times. The abuse or misuse of the above-stated devices shall be cause for dismissal. If communication devices are required by the Employer they will be supplied by the Employer.

26. All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an operator is required to don

a special protective suit and/or a self-contained breathing apparatus at a private, state, federal, or other designated toxic/hazardous waste site, that operator shall receive the hourly wage plus an additional twenty percent (20%) fringe benefit will be paid at the contractual hourly rate. Reasonable dress-up time and clean-up time will be allowed. The first bargaining unit employee on the job will be designated the steward-safety person, who shall have access to Employer monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites.

It is expressly understood that if the employees' immediate health and safety are involved the Union, through its representative, may order discontinuation of operations until satisfactory results are obtained, or until such time as a recognized safety agency such as OSHA, the Ohio State Industrial Commission, or EPA, through any of its representatives, shall declare the equipment or operation to be safe. All Operating Engineer employees shall be advised by the Employer prior to employment as to the nature of the hazardous waste and possible resultant physical injuries as may be required by applicable law.

27. Within forty-eight (48) hours after an industrial accident occurs, the Employer shall have all necessary State Workers' Compensation forms available and completed on the Employer's part. A copy of the completed forms shall be sent to the Union's office in the District where the accident occurred.

UNIFORM DRUG AND ALCOHOL PROGRAM AND HARASSMENT POLICY

27A. Drug Testing: The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely

affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property or who's observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impairs the employee's ability to safely perform his/her duties on the job site. Such tests involve a sampling of the employee's blood, urine, or breath unless a specific type of test is required by the project owner, developer or construction manager in which case such mandated test shall be observed. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge. Refusal to take a test or the submission of an adulterated sample shall be determined the same as a positive test result. The employee/member shall follow all requirements outlined in this section.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute or Drug Abuse or College of American Pathology laboratory and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer, and the Union. The employee shall be paid his/her regular hourly wage and fringes for time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee shall be granted a leave of absence for up to thirty (30) days for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio

Operating Engineers Health and Welfare Program providing the employee confines him/herself to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program to the Local 18 Medical Review Officer (MRO), the employee shall be removed from the Employer's job site, shall be prohibited from registering under Article III of the referral of this Agreement, and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program to the Local 18 MRO, the employee may be restored to his/her original job with the Employer. If the Employer's job is completed or the employee's construction equipment he/she operated immediately prior to commitment is no longer on the job site, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the Local 18 MRO upon request, monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her referral card in the register and utilize the referral or if working, to be removed from work. After the third (3rd) positive drug or alcohol test, he/she will be permanently barred from registering on the Local 18 referral.

27B. Harassment Policy: The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

ARTICLE III REFERRAL SYSTEM

28. Local 18 and its Branches shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one office of the Union at any one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and re-registrations will be accepted during customary business hours. Applicants

shall be classified in priority groups in accordance with the following criteria:

Group A: All applicants who have worked as Operating Engineers at least three hundred and sixty (360) days, ninety (90) days or more per year, during the last four (4) years, and have been employed for at least three hundred and sixty (360) days, ninety (90) days or more per year during the four (4) years of work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the state of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

Group A Preferred: Must have Group A eligibility.

Group A registrants may voluntarily register in the Group A Preferred, however; registrants in this Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of referral from the Group A Preferred deck. Preferred A status employees will not be eligible for letter of request by the Employer: 1. Welding Machines, 2. Elevator, 3. Conveyor, 4. Pumps, 5. Compressors, 6. Generators, 7. One Drum Hoist, 8. Mono-Rail Hoist, and 9. Portable Heaters.

It is further understood and agreed that when the Employer employs Operating Engineers not currently in his employ for any machines listed in this section, the Employer shall call the referral office servicing his job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

Workmen registering in this Preferred A group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

Group A Retirees: Must have Group A eligibility.

The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group. The Group A retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A retirees will not be eligible for letter of request by the Employer.

Group B: Same as Group A, except that the employment shall have been at least two hundred and seventy (270) days, three (3) years of ninety (90) days each. All fourth year Apprentices and Trainees shall be registered in this group.

Group C: All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the state of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

Group D: All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

Group E: All other applicants and all first year Apprentices and Trainees shall be registered in this group.

Group F: All applicants who are "temporary employees".

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeymen certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union Hall, the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

Any registrants requesting that their work registration card be placed on hold due to sickness, ill health or physical condition must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness prevents the registered applicant from working as an Operating Engineer. A

work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one-hundred and twenty (120) days. No registration cards will be placed in the hold position for illness or physical condition less than a thirty (30) day duration. Any refusals of dispatches due to illness or physical condition for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

29. In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of the reason of such rejection. In the event a registrant is discharged by the Employer because of lack of sufficient ability, until the registrant exercises his/her rights under the Referral Board of Review and Arbitration under Paragraph 33, and prevails, the classification or equipment from which the registrant is discharged shall be stricken from the registrant's referral record and the registrant shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or

2. Has presented to his/her dispatch office a letter from a previous employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of equipment in his employment.

D. When an applicant is actually employed, the applicant shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until such applicant has made application to the Board of Review

and Arbitration provided for in Paragraph 33 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, the applicant's name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one [1] day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days (only one [1] fifteen [15] day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, the applicant shall be restored to his/her previous position on the register when such employment terminates. Any applicant who quits employment or fails to show up for work assignment after being dispatched, for whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until such applicant puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before the applicant is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the district office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the district. If an applicant refuses a job referral for the second consecutive time, such applicant shall lose his/her position on the register and go to the bottom of the list for his/her group.* If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal. *Does not apply to the Market Retention Agreement referral.

F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$20.25 (\$20.75

effective October 1, 2015) and another \$20.25 (\$20.75 effective October 1, 2015) for each re-registration thereafter, provided that such fee shall not exceed \$20.25 (\$20.75 effective October 1, 2015) in any consecutive thirty (30) day period, and provided that such fee shall not apply to the following:

(1) Members in good standing of Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and

(2) Applicants for membership to Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their fees; and

(3) Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.

G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.

H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.

I. Subject to this referral system Employers may hire through this referral policy by name former employees who have resided for at least twenty-four (24) months in the state of Ohio or any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union district office and the employee requested must be registered on the district referral list (Groups A through E).

Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the district in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing, on the let-

terhead of the Employer and signed by either the Employer or the Superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union district office from which the employee is to be transferred.

The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide nondiscriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event that the referral list is exhausted, and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays, and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees," and will be subject to replacements. The Employer will notify the Union district representative of the name, union affiliation (if any), date of employment, and social security number of such "temporary employee." The Union will maintain a register of all such "temporary employees" and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.

Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

(1) The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working, and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.

(2) The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his request for employee applicants, the Union

shall refer the first applicant on the register possessing such skills, or abilities, regardless of the place or classification of such applicant on the register. If the Employer notifies the Union in writing, of an Operator who has been in his/her employ who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relation without a proper referral by Local 18, shall be discharged by the Employer when it is called to his attention.

30. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.

31. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects, or obligation of Union membership, policies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the state of Ohio, the commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment, or applicant for Union membership, or Apprenticeship training because of race, color, sex, age, religion, national origin, or ancestry. If requested by an Owner, the Union agrees in their best effort to supply local residents, minorities, and females in the numbers requested by the Owner and as recognized legally by the referral system.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to herein.

32. In addition to the above Registration Groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group

is limited to applicants eligible for Group A of this referral and all fourth year apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants referred out of the Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of Group A, Preferred A, and Group A Retirees except as modified herein.

33. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration consisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

34. This statement as to referrals, shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union, and all offices of the Employer.

35. A CEA representative may inspect the referral register at the Union district office at any time during normal office hours.

36. All officers and business representatives of the Union who have had previous work experience in any one or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, he shall do so with the same preference as if he had continually worked at the trade and shall be eligible upon registration for Group A.

ARTICLE IV

FRINGE BENEFIT PROGRAMS

37. The fringe benefit provisions contained herein shall apply to all Employer members of the CEA for whom it holds bargaining rights, and all Employers who become signatory or bound by this Agreement, and any other Employer or Employer groups who become a party to an agreement covering the fringe benefit programs set forth herein.

38. All Employers bound hereby agree to be bound by the Agreement and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan, and Apprenticeship Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto, shall

become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan and their successors as their representatives for the purpose set forth in said Agreements and Declarations of Trust.

39. Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

PENSION FUND: Effective July 1, 2015 is \$6.00 per hour

HEALTH & WELFARE FUND: Effective July 1, 2015 is \$7.41 per hour

APPRENTICESHIP FUND: Effective July 1, 2015 is \$0.75 per hour

EDUCATION & SAFETY FUND: Effective July 1, 2015 is \$.09 per hour

Future changes in fringe benefit contribution amounts will occur on May 1 of subsequent years.

40. It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the Construction Industry Service Program (CISP) under Paragraphs 97, et. seq. and with respect to the Administrative Dues deduction under Paragraph 101. Notwithstanding the foregoing authority allowing audits with respect to the CISP and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds or Plan referred to herein and shall not be conducted independently. The twenty-four (24) hours notice referred to in Paragraph 41(A) shall only be given for delinquencies to the employees' Fringe Benefit Funds or Plan referred to herein.

41. Reports of employees who have worked, the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable

to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or part, and in addition to all other remedies, either in law, in equity, by contract, or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:

A. After the Trustees or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the Funds, Plan, or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary until such delinquent payments are made or said audit is permitted, such action including but not limited to the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues. In the event that an Employer is sixty (60) days delinquent in the payment of fringe benefits, the Union shall withhold its services until the Employer has reached complete compliance and shall be required to make payments on a weekly basis thereafter.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitration procedure in this paragraph to collect delinquent contributions and liquidated damages to enforce any audit, or to obtain any report, the following procedure shall apply:

(1) Unless the issue is resolved between the Employer and the party giving notice within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan, or Union, such party may refer the matter to an arbitrator to be named by the CEA and by Local 18 of the International Union of Operating Engineers whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefore, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

42. In no event shall the foregoing provisions relating to fringe benefits be subject to or suitable for grievance and arbitration under Article XIV of this Agreement.

43. The Employer must obtain an insurance payment bond (IPB) from a company that is "best" rated A, financial category 7 or better, payable to the Ohio Operating Engineers Fringe Benefit Program as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event the Employer becomes delinquent in its payments and defaults thereon. In lieu of a surety bond, an Employer may substitute an equivalent cash bond, which will be escrowed to guarantee payment of fringes.

If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union shall withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said IPB in the amounts set forth below:

1-10 Operating Engineers-\$50,000.00 IPB
11-20 Operating Engineers-\$75,000.00 IPB
21-50 Operating Engineers-\$100,000.00 IPB
Over 50 Operating Engineers-\$125,000.00 IPB

Bonding amendments may be reviewed and adjusted on an annual basis by both parties of the Agreement.

44. In the event that federal health care reform legislation becomes effective during the term of this Agreement, which imposes obligations on the parties requiring modification of the Health and Welfare provisions of this Agreement, it is agreed that the parties will immediately meet to negotiate appropriate modifications.

ARTICLE V WAGE RATES

45. The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes within the jurisdiction of the International Union of Operating Engineers, and as negotiated by and between Local 18 and its Branches, of the International Union of Operating Engineers and the CEA.

46. Exhibit "A" covering wage rates and classifications attached hereto is made a part of this Agreement.

47. **New Technology & Equipment:** The parties understand that new equipment and technology is constantly being developed to replace or adapt equipment being operated by members of Local 18. Accordingly, the parties agree to establish a four (4) person Executive Committee consisting of the Chief Executive Officer of the CEA and one (1) designee, and the Business Manager of the International Union of Operating Engineers, Local 18, and one (1) designee. The committee shall review new equipment and technology that is replacing or adapting equipment operated by members of Local 18 to establish applicable classifications and other applicable terms and conditions of employment. The decision of the committee shall be final and binding and the collective bargaining agreement shall be modified to reflect that decision. If the committee is deadlocked, the dispute will be submitted to arbitration under the applicable contractual provision.

48. The geographical jurisdiction of this Agreement will be zoned for wages only. Conditions of employment will be the same for all employees covered by this Agreement.

Zone IA: Covering counties of Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, and Medina.

ARTICLE VI

WEEKLY PAY, DAY PAY, AND HOURLY PAY CLASSIFICATIONS AND REPORTING PAY PROVISIONS

49. In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

- A-Frames
- Air Compressors, pressurizing shafts or tunnels
- Asphalt Plants
- Boiler Operators, Oilers, Helpers, Registered Apprentices, and Signalmen, when members of crew
- Boiler Operators, Compressor Operators, Hydraulic Pumps, and Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)
- Cherry Pickers

- Combination Concrete Mixers & Towers
- Cranes (all types)
- Cranes — compact; track or rubber over 4000 lbs. capacity
- Cranes — self erecting; stationary, track or truck (all configurations)
- Deckhands
- Derricks
- Draglines
- Dredges (dipper, clam, or suction) 3-man crew
- Gradalls
- Hoes (except when attached to farm or industrial-type tractor or Cat 320 backhoes or equivalent and below)
- Hoists, with two or more drums
- Maintenance Engineers (Mechanic and/or Welder)
- Master Mechanics/Equipment Foremen
- Mixers, Paving (multiple drum)
- Panel Board Operators (all types on site)
- Pile Drivers
- Power Shovels
- Robotics Equipment Operator/Mechanic
- Rotary Drills (all), used on caisson work, wells (all types), Geothermal work, and sub-structure work
- Side Booms
- Tug Boats
- Tunnel Boring Machines (TBM)

50. In all counties covered by ZONE IA of this Agreement, the following classifications shall be employed on a DAY PAY basis:

- Articulating/straight bed end dumps (if assigned by the Employer)
- Asphalt Pavers
- Backfillers and Tampers
- Backfillers
- Bar and Joint Installing Machines
- Batch Plant Operators
- Boom Trucks
- Bulldozers
- Bull Floats
- Burlap and Curing Machines
- CMI-type Equipment
- Cableways

Concrete Pumps
Concrete Spreaders
Crushers
Drum Firemen in Asphalt Plants
Elevating Graders or Euclid Loaders
End Loaders
Finishing Machines
Floating Equipment (anything on Great Lakes or its tributaries is under the River and Lake Agreement)
Form Trenchers
Generators (except when furnishing power for hand tools)
Generators (Sonic Pile Driving)
Grinders (all)
Hoes (when attached to farm or industrial-type tractors or Cat 320 backhoes or equivalent and below)
Horizontal Directional Drill Operator and Horizontal Directional Drill Locator
Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate
Inboard, Outboard Motor Boat Launches
Laser Screeds and like equipment
Lead Greasemen
Locomotives (all)
Mobile Concrete Pumps, with Boom
Mucking Machines
Pavement Breakers, Hydro, or Cable
Planers (all types)
Plant Mixers (on site)
Portable Hydraulic Gantry (lift system C Rate) (F Rate if a second person is needed)
Power Graders
Power Scoops
Pump Operators, installing or operating well-points or other types of dewatering systems
Push Cats
Road Widening Trenchers
Rollers (all types)
Rotomills
Rough Terrain Forklifts (with winch/hoist)
Saw, concrete vermeer-type
Self-propelled Power Spreaders
Self-propelled Power Sub-graders

Slip Form Pavers
Straddle Carriers
Tractors, pulling sheepsfoot rollers or graders
Trench Machines (over 24")
Vibratory Compactors, with integral power

51. In all counties covered by ZONE IA of this Agreement, the following classifications shall be employed on an HOURLY PAY basis (two [2], four [4], or eight [8] hours):

Barrier Moving Machines
Bobcat-type and/or Skid Steer Loader, 3/8 yard or less
Bobcat-type and/or Skid Steer Loader with any and all attachments
Boilers (15 lbs. pressure and over)
Brokks — with a manufacturers weight of 3,500 lbs. and above shall be classified as Group D
Brokks — with a manufacturers weight of less than 3,500 lbs. shall be classified as Group F
Cleaning Machine Operator (decontamination included)
Compressors, on building construction
Conveyors, used for handling building material
Cranes — compact; track or rubber under 4000 lbs. capacity
Farm-type Tractors, pulling attachments
Forklifts
Gunitite Machines
Helicopter Operators
Helicopter Winch Operators
Hoists, building construction
House Elevators, except those automatic call button controlled
Hydro-seeders
Koleman-type Loaders (dirt loading)
Lift Slabs or Panel Jacks
Light Plants
Man Lifts
Mixers, more than one bag capacity
Mixers, one bag capacity (with side loaders)
Modular Moving and Placement machine (C rate) (F rate if a second person is needed)
Mud Jacks
Oilers, Helpers, and Boiler Operators, when not members of crew

Post Drivers
Post Hole Diggers
Power Driven Heaters (oil fired)
Power Scrubbers
Power Sweepers
Pressure Groutings
Pumps (all)
Submersible Pumps (all)
Utility Operators
Vac/Alls
Welders, except electric machines

52. In the counties covered by ZONE 1A, WEEKLY PAY employees covered by this Agreement and reporting for work on Saturday, Sunday, and holidays shall be paid as follows: Employees who have not started to work will receive two (2) hours at premium pay for reporting to work (only need to stay on job for one (1) hour). Employees who start to work will receive four (4) hours pay at premium rate; more than four (4) hours will receive eight (8) hours pay at premium rate. For inclement weather only it will be 2-4-6-8 hours pay at the premium rate of pay.

They must report for work at starting time and remain on the job until released.

53. When a machine having a forty (40) hour guarantee is laid up on a project site and the workers are laid off and paid off, that machine cannot be started back to productive work on that project site unless it is laid up for one (1) week (seven days) without calling back the workers who had manned the machine and they shall be paid for the time they have been off unless mutual agreement is reached between the Employer and the Union district representatives to permit employees to work on the weekly guarantee equipment during the seven (7) day "lay-up" period without penalty.

54. In the counties covered by ZONE 1A, DAY PAY employees reporting for work on Saturday, Sunday, and holidays shall be paid as follows: Employees who have not started to work will receive two (2) hours at premium pay for reporting to work (only need to stay on job for one (1) hour). Employees who start to work will receive four (4) hours pay at premium rate, more than four (4) hours will receive eight (8) hours pay at premium rate. For inclement weather only it will be 2-4-6-8 hours pay at the

premium rate of pay.

They must report for work at starting time and remain on the job until released.

55. In the counties covered by ZONE 1A, employees covered by this Agreement employed on an HOURLY PAY basis, unless notified by the Employer not to report to work, shall receive two (2) hours pay for reporting to work; if such Operating Engineer does not start work, such Operating Engineer shall receive his/her two (2) hours reporting time. An employee may be required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the Employer releases the employee prior to the end of the first hour. If the employee starts work, the employee shall receive four (4) hours pay, if the employee works over four (4) hours, the employee shall receive eight (8) hours pay, for inclement weather only it will be 2-4-6-8 hours.

In counties covered by ZONE 1A, employees covered by this Agreement employed on an HOURLY PAY basis reporting to work on Saturday, Sunday, or holidays, all conditions in this paragraph will apply and both reporting time and time worked will be paid for at the rate provided in accordance with Article VII. They must report to work at starting time to be entitled to reporting pay. Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

When an employee working on equipment with a WEEKLY PAY guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three (3) days of the week. The Employer will notify the Union district representative prior to the application of this provision.

56. On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. Upon the Employer's request to the Union business agents for a second day for special occasions, the Union gives the agents authority to authorize a second day for the period of this Agreement.

57. All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

58. Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.

58A. Employees shall be paid for actual parking expense incurred, up to seven dollars (\$7.00) per day per man, provided that there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid receipt.

ARTICLE VII

PROVISIONS FOR PREMIUM RATE OF PAY

59. The week shall begin on Monday A.M. and end on Sunday P.M.

60. The regular starting time must be established for not less than one (1) week. Any time worked prior to the established starting time will be paid for at the applicable premium rate unless otherwise arranged through Union notification.

61. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours. Premium time shall be paid for all work in excess of eight (8) hours per day, or forty (40) hours per week, whichever is greater. (Refer to Paragraph 62A).

When an Employer performs clearance and excavation for site preparation for industrial or building sites, the Employer will pay the wage rates listed herein, all overtime will be performed at one and one-half (1-1/2) times the regular rate. All other conditions and provisions shall be as provided herein.

62A. Time and one-half the established rate of pay or any escalated rate that may be in effect Monday through Friday for the first two (2) hours of overtime worked, with Saturday at time and one-half for the first ten (10) hours. All other overtime, including Sundays and holidays, will be paid double time at the appropriate rate.

62B. Where project owners have established: (1) specifications, (2) requirements, or (3) safety practices or reasons that limit the days or hours in which work may be performed, the Employer after advance notice to the Union may start the work week after 6:00 p.m. on Sunday at straight time rates. In applying this schedule, Sunday p.m. will be considered Monday, the following Friday will be considered Saturday (paid at time and one-half) and Saturday will be considered Sunday (paid at double time). All premium pay provisions will apply for the sixth and seventh day as to Saturday and Sunday respectively.

63. No WEEKLY PAY employee covered by this Agreement shall lose time because of the observed holidays. If not requested to work, the employee shall be paid eight (8) hours straight time pay at the rate established in this Agreement, or eight (8) hours at any escalated rate that may be in effect. Holidays shall be of twenty-four (24) hours duration. When required to work on holidays, the employee shall be paid two (2) times the regular rate established in this Agreement or any escalated rate in effect.

64. There shall be no work required on Labor Day except in special cases of emergency.

65. The observed holidays are Christmas, New Year's Day, Labor Day, Memorial Day (last Monday in the month of May), Independence Day, and Thanksgiving Day. When any of the aforementioned holidays fall on Sunday, they will be observed on Monday. All WEEKLY PAY employees covered by this Agreement to be eligible for holiday pay, must be available for work the first regularly scheduled work day prior to the holiday and be available for work the first regularly scheduled work day after the holiday.

66. Where steam boilers, power driven heaters, or pumps are used on a continuous seven (7) day twenty-four (24) hours per day operation, overtime may be avoided by using four (4) shifts of Operating Engineers, each shift to work six (6) hours on a seven (7) day basis. Each Operating Engineer so employed shall be paid forty (40) hours at the applicable straight time rate and two (2) hours at double the applicable straight time rate. The aforementioned condition, where overtime may be avoided, can only be used upon the Employer's guarantee of a minimum thirty (30) days of operation. In the event the Employer cannot furnish thirty (30) days of employment after starting work under

Paragraph 66, it is agreed that upon lay-off of employees the Employer will pay retroactive overtime to such laid-off employees from the start of this particular operation in accordance with Article VII, Paragraph 62, of this Agreement.

67. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification to work a four-ten hour schedule, he shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten work schedule must be by the week.

A. In addition to the above: It is agreed that when time is lost by the crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown, or directions of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. All hours worked in excess of the forty (40) hours in the work week or ten (10) hours each day, shall be paid at the appropriate overtime rate of pay.

B. Any employee hired on any day of the week, Monday through Thursday, and who does not lose any time from the day of his/her initial hire until Thursday shall receive the overtime rate of wages for Friday, providing the crew is eligible for the premium rate for Friday.

C. Should any other trade on the project in the Employer's employ, working in conjunction with the Operating Engineers, receive premium pay on a Friday, the Operating Engineers would also receive premium pay for the Friday.

D. If the other basic crafts employed by the Employer on the project receive the overtime rate for the ninth (9th) and tenth (10th) hours, the Operating Engineers will also receive the overtime rate.

E. When an employee works three (3) days or less in a week, premium time will be paid after eight (8) hours for each of the days, except for holidays, inclement weather, or completion of the job.

F. Pay day will be on Thursday.

68. Operating Engineers employed on any equipment within the jurisdiction of the International Union of Operating Engineers working in shafts, tunnels, or storage caverns where natural earth or rock is undisturbed overhead shall be paid fifty cents (\$.50) per hour above the rates in this Agreement or in addition to any escalated rate that may be in effect. This does not apply to open cut work.

69. Booms including jib over 200 feet in length, seventy-five cents (\$.75) per hour in addition to the crane rate or any escalated rate that may be in effect. Booms including jib 300 feet and over in length, one dollar (\$1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

70. Tower cranes, the effective length of the mast and the boom combined, will be used to determine when these extra rates will be applied.

71. Tower cranes, the height of the boom point from the first floor level of the project, will be used to determine when these extra rates will apply.

71A. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar (\$1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

ARTICLE VIII

CREWS AND GENERAL PROVISIONS

72. In the counties within the jurisdiction of ZONE IA of this Agreement, crews (meaning an Operating Engineer, Apprentice/Helper, Signalman, Registered Apprentice, or Helper on machines, regardless of motive of power, or an Operating Engineer, and a Boiler Operator, or Registered Apprentice on a steam machine) shall be employed on all truck cranes and on backhoes (100,000 lbs.) and over, and over eighty (80) ton (manufacturer's base maximum structural capacity) cable crawler cranes, as well as on the following equipment: power shovels, cranes, draglines, hoes, and on rotary drills (all), used on caisson work, wells (all types), geothermal work and sub-

structure work, cableways, tower cranes, multiple drum pavers, pile driving machines, locomotives and trench machines over 24" wide. On remote control gradalls, Apprentice/Helper shall be at discretion of Employer. Truck cranes, lattice boom, thirty (30) ton (manufacturer's base maximum structural capacity) and under, hydraulic truck cranes and all terrain cranes, fifty (50) tons (manufacturer's base maximum structural capacity) or less, an Apprentice/Helper is not required. If a second person is needed in conjunction with the operation of this equipment, then the second person will be an Operating Engineer.

73. Wherever a second person is necessary in connection with the operation of the aforementioned equipment, backhoes (100,000 lbs. or less), and cable crawler cranes less than eighty (80) tons (manufacturer's base maximum structural capacity) in ZONE IA, such second person will be Apprentice/Helper, Registered Apprentice, Helper, Boiler Operator, or Signalmen and shall be employed on the basis herein provided for members of crews.

74A. Apprentice/Helper duties: If an Apprentice/Helper is required to be employed pursuant to the provisions of this Agreement, or the Employer chooses to employ one, may consist of, but not be limited to, the following: start-up, lubrication, maintenance and minor repairs, checking grades or assisting in same, flagging traffic when the machine is obstructing or impeding same, hook up or unhook of materials that are being hoisted, loaded or unloaded onto the machine he/she is oiling, assisting in the leveling of equipment, spotting trucks for the loading of dirt or other materials, cover small equipment as outlined in Paragraph 12. Additionally Apprentice/Helpers will perform the following work on the project

- Act as a signal person
- Safety/Fire watch
- Practice operating in a learning environment in the vicinity
- Help with survey duties on the project
- Help mechanic, lube truck, fuel
- Practice operating rough terrain forklift, front loader, rubber tire hoe, loader in the vicinity of primary duty
- Replace other operators who may be absent on project
- Run parts or materials as necessary
- Safety enforcement
- Productive activity on job site to facilitate job completion when it does not interfere with progress of primary machine,

providing this does not interfere with another Operating Engineer's workday

74B. Apprentice/Helper on jobs of thirty (30) days or more will be given a minimum thirty (30) minutes per day operating the machine they are assigned to. If the Apprentice/Helper cannot be trained to operate the machine to the satisfaction of the operator he/she shall be replaced.

75. Work of the Boiler Operator, Apprentice/Helper, Registered Apprentice, Helper, and Signalmen shall include getting up steam and greasing up, filling gas tanks, and making the machine and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Apprentice/Helper, Registered Apprentice, Helper, or Signalmen is required to make gas or diesel machines ready to operate before the regular starting time, such Apprentice/Helper, Registered Apprentice, Helper, or Signalmen shall be paid one-half (1/2) hour's pay at one and one-half (1-1/2) times the regular rate. If, at the discretion of the Employer, a Boiler Operator, or Registered Apprentice is required to get up steam and grease steam machines and make them ready to operate before regular starting time, then such Boiler Operator or Registered Apprentice shall be paid one (1) hour's pay at one and one-half (1-1/2) times the regular rate.

76. Apprentice/Helper, Registered Apprentices, Signalmen, Grease Truck Operators, and Helpers, when requested to work the regular one-half (1/2) hour lunch period, will eat their lunch prior to or after the regular one-half (1/2) hour lunch period in order to be able to oil, grease, and repair machines during the regular one-half (1/2) hour lunch period, at no extra pay.

77. More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer. This starting time must be maintained five (5) days, Monday through Friday. However, more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period.

Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift. When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay plus twenty-five cents (\$.25) per hour above the

established rate of pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay plus fifty cents (\$.50) per hour above the established rate shall constitute the third shift. For the purposes of overtime pay for multiple shift operations, a work day shall be determined by the starting time of the shift.

78. When it is necessary for equipment to be operated overtime, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work and, if an Apprentice/Helper is required, the Apprentice/Helper who is regularly assigned to the particular piece of equipment shall be given first choice to perform the Apprentice/Helper duties. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic/Equipment Foreman or Steward will be notified, when possible, on such emergency requirements.

79. Employees who are requested, referred, and employed by Employers on the same day under hourly classifications in this Agreement shall be paid a minimum of eight (8) hours pay on the day they report to the job. Any overtime worked after the normal quitting time shall be paid at the proper overtime rate in addition to the eight (8) hours minimum FIRST DAY PAY guarantee.

80. Where compressors, hydraulic powered equipment, or boilers are mounted on crane-type equipment (piggy-back operation) two (2) Operating Engineers will be employed at the crane rate or any escalated rate in effect; they shall also be employed under the weekly guarantee.

Where compressors up to 600 CFM and/or hydraulic powered equipment are operated and exclusively used to power attachments, such as hoe ram, power hammer, vibratory extractors, and other similar pieces of equipment (regardless of mode of power), the compressor will be considered and manned as a piggy-back operation, even though the compressor is located adjacent to the machine or crane and not mounted directly on the machine. The Apprentice/Helper operating the compressor is paid the Class "A" rate for the day.

81. **ZONE IA**—Cleveland and counties: When an Employer has eight (8) or more major Operating Engineers (classifications of A, B, and C) employed in the district, he shall employ a Master Mechanic/Equipment Foreman. In addition to the Master Mechanic/Equipment Foreman required above, if an Employer

has five (5) or more Operating Engineers (classifications of A, B, and C) employed by him on any one job, he shall employ a Master Mechanic/Equipment Foreman on that job. The Master Mechanic/Equipment Foreman so employed shall be answerable to the Employer and must be a member of the International Union of Operating Engineers, Local 18. Job Master Mechanics/Equipment Foremen so employed shall be paid at the rate specified herein, or paid one dollar (\$1.00) per hour above the highest rate of any Engineer working under his direction, whichever of these rates is higher.

82. Operators of equipment serviced by a Master Mechanic/Equipment Foreman on a job site shall not be counted in the number of Operators within the district to determine when a Master Mechanic/Equipment Foreman will be required for the district.

83. Employees shall be paid once each week, with not more than five (5) days withheld on the designated pay day on the job prior to their normal quitting time. Failure to comply with this provision will require the Employer to pay these employees involved the double time rate if required to wait on the job. If required to return the next day to receive their pay, they shall be paid a minimum of four (4) hours at the hourly rate applicable for that day. These same conditions will apply to employees who are terminated after completion of their job assignment. In the event of the discharge of an employee, the employee shall be paid immediately, or the employee's time will continue until the employee is paid off properly. If not paid off by normal quitting time, the aforementioned requirements will be applied if the employee is required to return the next day for his/her pay.

84. Pay checks will show the following information:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) All fringe contributions (to be shown as a total contribution)

85. Employees requiring relief for sickness or other causes must arrange for such relief before leaving the job site. Such relief shall be arranged through the Union district office.

86. Employer agrees to carry Workers' Compensation or other equivalent liability insurance for the protection of all employees covered by this Agreement.

87A. At the direction of the Employer's representative on the job, Operating Engineers shall be allowed proper time for necessary repairs and upkeep. During periods of major repairs there must be suitable shelter around equipment and heated from November through March.

87B. Equipment Operator employees shall be required to carry sufficient tools to make minor repairs and adjustments in order to meet manufacturer's daily maintenance requirements on the equipment they operate. This excludes diagnostic and electronic equipment.

88. On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

89. Sanitary drinking water and toilet facilities will be available in compliance with the provisions of the applicable state code.

90. The Employer agrees, upon the termination of any employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release (The Union will provide uniform numbered slips in duplicate; original for employee and the duplicate for the Employer's file).

91. No supervisory employee shall perform productive work or operate equipment which would deny an Engineer employee employment.

ARTICLE IX TERM OF AGREEMENT

92. The provisions of this Agreement shall continue in force and effect through May 31, 2019 and thereafter from year to year until termination at the option of either party, after sixty (60) days notice in writing to the other party.

93. If the Union requests to divert wage increases to fringe payments after the Agreement is effective, the Union must give the CEA at least sixty (60) days notice prior to the date the wage increase becomes effective to allow the changes to be made in certified prevailing rates. Any new fringe benefit program will be by mutual agreement between the parties.

ARTICLE X APPRENTICES

94A. In order to maintain sufficient skilled mechanics for the industry and, in order to present proper learning opportunities for youth and, in order to effectuate the principles and desires of the negotiating parties created by the foregoing, the negotiators hereby fully subscribe to the Ohio Operating Engineers Apprenticeship Fund Agreement and Declaration of Trust dated October 20, 1965 as if they had originally negotiated the same. The only limitation upon the program is the Affirmative Action Program here attached (Exhibit "B"), in addition to the proper rules, regulations, processes, and procedures enunciated by the Joint Apprenticeship and Training Committee established by the Trust of October 20, 1965.

94B. The rates paid to the apprentice or trainee shall not exceed the classification rate the apprentice or trainee is working. For every three (3) Operating Engineer journeymen employed, there may be employed one (1) registered apprentice engineer or trainee. Through the referral, employers may employ registered apprentices or trainees within this limitation when they are available. Any increase in the apprenticeship contributions, agreed by the parties, will be shared equally by the Union and the Employer.

95. It is understood by the negotiating parties that a Registered Apprentice Engineer works under the direction of the Operating Engineer and the Joint Apprenticeship and Training Committee, and that the Operating Engineer shall see that he/she stays on the job, properly caring for his/her machine. The Employer shall give sufficient opportunity for the Registered Apprentice to operate under the supervision of the Operating Engineer when time and opportunity avails itself. The Area Coordinator of Apprentices shall be apprised periodically and by his request of performance to further the Registered Apprentices'

learning situation. Registered Apprentices shall receive the scale enunciated by the Joint Apprenticeship and Training Committee in the time-justified category that the Registered Apprentice has accomplished.

ARTICLE XI CONSTRUCTION INDUSTRY SERVICE PROGRAM (CISP)

96. The Employer and the Union agree to and approve the establishment of a CISP to promote the common good of the construction industry by providing financial support for activities which may include but not necessarily be restricted to: (a) promotion of safety, (b) market development, (c) protection of legitimate markets, (d) public relations, (e) personnel practices and labor relations, (f) education, (g) industry relations, (h) apprenticeship training, (i) participation in funds and plans provided for in collective bargaining agreements, such as Health and Welfare Plans, and (j) collection and distribution of information from and to all segments of the construction industry and related groups or authorities.

97. Effective July 1, 2015, each Employer bound by this Agreement shall pay eighteen cents (\$.18) per hour worked to the CISP for each employee within the bargaining unit. Such payments shall be sent to the Construction Industry Service Program at 950 Keynote Circle, Suite 10, Cleveland, Ohio 44131-1802 on the reporting forms provided by the CEA. Payments shall be made no later than the fifteenth (15th) day of the month immediately following the calendar month.

A. All work performed within the geographical jurisdictional area of this Agreement, as determined by the "Scope" of the Agreement as found in Article I, "Scope", shall be included as hours worked for the CISP contributions. This shall include all work within the building or site property line including, but not limited to, all excavations, grading, hoisting, utilities, parking lots, concrete and asphalt paving, equipment, and crane rental firms who provide Operating Engineers labor along with the equipment and other items as stated within the "Scope" in Article I, page 2. All hours worked regardless of location and agreements shall have the CISP contribution made along with all other fringe benefits and contributions.

B. The Union shall have no participation or control of any kind or degree whatsoever nor shall the Union be connected in any way whatsoever with the CISP.

C. CEA has the right to audit Employers for CISP.

D. The Employer will hold the Union harmless from any liabilities arising out of the terms of Paragraph 97 through and inclusive of Paragraph 97B.

98. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payments and reports for each monthly contribution period shall be due on or before the fifteenth (15th) day of each month covering amounts due for the preceding month. If an Employer shall fail to make his payment when the same shall be due and payable, he shall be subject to an additional charge of one and one-half percent (1-1/2%) per month until paid, to reimburse the CISP for damages due to additional administrative expenses and impairment of reserves. In addition to the additional charges referred to herein, an Employer who fails to make timely payments shall be liable for legal fees and court costs incurred by the Association in collecting late payments.

99. Should there be any termination of payments allocable to the CISP by reason of the expiration of this Agreement, or for any other reason, the assets and fund of the CISP shall not be distributed among any Employers, or the Union, but shall be held by the Association, which shall continue to administer and expend such assets and funds for the purposes as set forth herein and subject to the conditions as also provided herein.

100. There is, specifically excluded from the purposes of the CISP, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize Employers during periods of work stoppages or strikes.

ARTICLE XII UNION ADMINISTRATIVE DUES AND DEDUCTIONS

101A. Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individually signed authorizations.

101B. The Employer will deduct ten cents (\$0.10) for each hour that the employee receives wages under the terms of the Agreement on the basis of individually signed voluntary authorized deduction forms. It is agreed that these authorized deductions are for remittance to Local 18's Political Education Patterns known as PEP, and are not a condition of membership in the International Union of Operating Engineers, Local 18 or of employment with the Employer, and that PEP will use such monies in making political contributions in connection with federal, state, and local elections. Payments for PEP reflecting employee hours worked shall be made on the monthly fringe benefit reporting forms and shall be remitted at the same time and in the same manner as the Employer submits the fringe benefit payments under Article IV of this Agreement.

The costs of administering this payroll deduction for PEP are incorporated into the economic package provided under the terms of this Agreement so that the I.U.O.E. has, through its negotiation and its execution of this Agreement, reimbursed the Employer for the costs of such administration.

All disbursements will be upon approval of the CEA-AGC/ Local 18 Political Screening Committee by majority vote. The joint committee will be formed and additional rules of operation established as soon as practical after ratification. The Committee's rules shall become part of this agreement as though fully written herein.

Unless otherwise agreed to by the Association and Union, all provisions of Paragraph 101B shall terminate or "sunset" with the termination of this agreement on April 30, 2015.

102. Credit Union savings will be agreed to only if deductions are the same for all employees and the Union is responsible for obtaining the voluntary authorizations.

103. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of said deductions.

ARTICLE XIII

ENFORCEMENT MEASURES

104. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement.

105. The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly relieved after giving ample notice of his/her intention to quit to the Employer.

106. The Union shall not transfer a Union person from one employer to another without the consent of the Employer and the Union person involved. Neither shall the Employer transfer a Union person from his employ to another employer's payroll without the consent of the Union person involved and the Union.

107. All employees of the Employer shall be allowed time to vote on Election Day as required by law on employee's own time.

108. If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein, the Union agrees that such more favorable wage rates and conditions shall automatically be extended to the Employer. Special local, area, or national agreements or the application of paragraph 109 shall be excluded from this provision.

109. There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party may request a meeting with the other party to be held within fifteen (15) days of notification to the other party.

110. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal primary picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a local union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, a local union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional or illegal informational picket line shall be recognized.

111. When an employer rents or leases equipment manned from an Employer in signed relations with this Union, the engineer or crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's

employment by the lessee shall terminate upon the termination of the lessee or rental of the equipment or any replacement thereof, whichever is later.

112. A Joint Committee will be formed to meet on a regular basis to discuss, review, and deal with problems involving the current Agreement and/or issues affecting the construction industry. The Joint Committee will meet semi-annually in the months of June and December.

ARTICLE XIV NO STRIKE-NO LOCKOUT ARBITRATION AND DISPUTES

113. The Employer shall not cause, permit, or engage in any lockout of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in, or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing, or other concerted interference against the Employer, or occurring at/or around the Employer's office or work locations during the term of this Agreement.

114. Should a dispute arise between any of the parties (employee, Employer, Association, and/or Union) to this Agreement as to its meaning, intent, or the application of its terms, this dispute will be settled in accordance with the following grievance procedure:

STEP 1

The aggrieved employee shall first take up his/her grievance orally with the Employer's supervisor or representative. The employee may, if he/she so desires, have his/her Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence or discovery of the grievance, but in no event will the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

STEP 2

In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days

after STEP 1 meeting, dated and signed along with the Agreement article effected and submit the grievance to the district business representative and the employee and the business representative shall meet with the Employer's representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then:

STEP 3

The grievance may be referred to the Joint Committee consisting of six (6) members, three (3) to be appointed by the CEA and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the Joint Committee, by majority vote, resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this Agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the committee shall dispose of the case on the basis of such evidence. Failure by the CEA to convene the Joint Committee consisting of six (6) members, three (3) by the Union and three (3) by the CEA within thirty (30) days after the grievance has been referred to Step 3, will result in the grievance being resolved in favor of the grievant and the remedy sought shall be satisfied within fifteen (15) calendar days. The thirty (30) days may be extended by written and signed agreement by both parties. If no settlement is reached at this step within fifteen (15) working days from the date the grievance is referred, then:

STEP 4

The grievance shall then be referred to an arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of arbitrators from which the arbitrator shall be selected by the alternate striking of names.

115. The expenses and fees of the arbitrator shall be shared equally by the parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto.

**ARTICLE XV
SAVINGS AND SEPARABILITY**

116. It is mutually agreed that if any clause, terms, or provisions of this Agreement is or is hereafter found to be illegal, or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, such clause, terms, or provisions shall be or become inoperative of any effect without disturbing the other clauses, terms, or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect. In the event that any clause, terms, or provisions of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, said clause, terms, or provisions shall be renegotiated to the mutual satisfaction of the parties, but during such renegotiation work shall not be interrupted or stopped by lockout, strikes, boycotts, or other labor troubles.

**ARTICLE XVI
EFFECTIVE DATE**

117. This Agreement shall be effective July 1, 2015 and shall remain in force and in accordance with the terms of Article IX hereof. Wage rates and fringe payments shall be effective as designated by this Agreement.

IN WITNESS WHEREOF, WE the undersigned duly authorized EMPLOYER REPRESENTATIVES and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18, and its BRANCHES, (AFL-CIO) executed this Agreement on the 1st day of July, 2015.

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its BRANCHES (AFL-CIO)

OFFICERS

S/RICHARD E. DALTON
Business Manager

S/THOMAS P. BYERS
President

S/MARK A. TOTMAN
Vice President

S/MICHAEL R. BERTOLONE
Financial Secretary

S/GARY G. SIESEL
Recording-Corresponding Secretary

S/JOSEPH S. LUCAS
Treasurer

NEGOTIATING COMMITTEE

S/RICHARD E. DALTON, CHAIRMAN
S/THOMAS J. PEREVOSNIK
S/DAVID N. RUSSELL, JR.
S/PREMO P. PANZARELLO

CONSTRUCTION EMPLOYERS ASSOCIATION

S/JIM FOX, CHAIRMAN
S/TIM LINVILLE
S/ROB DIGERONIMO
S/DON DREIER

EXHIBIT "A"
WAGE RATES AND FRINGE CONTRIBUTIONS

ZONE 1A covering Cleveland and the following counties: Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, and Medina

Classification:

MASTER MECHANIC/EQUIPMENT FOREMAN

	07/01/15	05/01/16	05/01/17	05/01/18
Rate	\$37.61	\$38.86*	\$40.11*	\$41.36*
H & W	7.41	7.41	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	0.75	0.75	0.75	0.75
CISP (Cleveland)	0.18	0.18	0.18	0.18
E & S	0.09	0.09	0.09	0.09

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

Classification:

GROUP A

	07/01/15	05/01/16	05/01/17	05/01/18
Rate	\$36.61	\$37.86*	\$39.11*	\$40.36*
H & W	7.41	7.41	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	0.75	0.75	0.75	0.75
CISP (Cleveland)	0.18	0.18	0.18	0.18
E & S	0.09	0.09	0.09	0.09

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

Operators of:

A-Frames

Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Packs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)

Boom Trucks (all types)

Cableways

Cherry Pickers

Combination Concrete Mixers & Towers

Concrete Pumps

Cranes (all types)

(Boom & Jib 200' and over - \$0.75/hr. premium)

(Boom & Jib 300' and over - \$1.00/hr. premium)

Cranes — compact; track or rubber over 4000 lbs. capacity

Cranes — self erecting; stationary, track, or truck (all configurations)

Derricks (all types)

Draglines

Dredges (dipper, clam, or suction), 3-man crew

Elevating Graders or Euclid Loaders

(continued on next page)

Floating Equipment	Power Shovels
Gradalls	Robotics Equipment Operator/Mechanic
Helicopter Operators, hoisting building materials	Rotary Drills (all), used on caisson work, wells (all types), Geothermal work, and sub-structure work
Helicopter Winch Operators, hoisting building materials	Rough Terrain Forklifts with Winch/Hoist (when used as a crane)
Hoes (all types)	Side Booms
Hoists (two or more drums)	Slip Form Pavers
Lift Slab or Panel Jack Operators	Straddle Carriers (building construction on site)
Locomotives (all types)	Trench Machines (over 24" wide)
Maintenance Engineers (Mechanic or Welder)	Tug Boats
Mixers, Paving (multiple drum)	Tunnel Boring Machine (TBM)
Mobile Concrete Pumps with Booms	
Panelboards (all types on site)	
Pile Drivers	

Classification:
GROUP B

	07/01/15	05/01/16	05/01/17	05/01/18
Rate	\$36.46	\$37.71*	\$38.96*	\$40.21*
H & W	7.41	7.41	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	0.75	0.75	0.75	0.75
CISP (Cleveland)	0.18	0.18	0.18	0.18
E & S	0.09	0.09	0.09	0.09

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

Operators of:

Asphalt Pavers	Lead Greasemen
Bulldozers	Mucking Machines
CMI-Type Equipment	Power Graders
End Loaders	Power Scoops
Horizontal Directional Drill Locator	Power Scrapers
Horizontal Directional Drill Operator	Push Cats
Instrument Man	Rotomills
Kolman-type Loaders (dirt loading)	Saw (concrete vermeer-type)

Classification:
GROUP C

	07/01/15	05/01/16	05/01/17	05/01/18
Rate	\$35.01	\$36.26*	\$37.51*	\$38.76*
H & W	7.41	7.41	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	0.75	0.75	0.75	0.75
CISP (Cleveland)	0.18	0.18	0.18	0.18
E & S	0.09	0.09	0.09	0.09

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

- 54 Operators of:
- | | |
|--|--|
| Air Compressors, pressurizing shafts, or tunnels | Man Lifts |
| Articulating/Straight bed end dumps if assigned by the employer (minus \$4.00 per hour from Class C) | Modular Moving and Placement machine (C rate) (F rate if a second person is needed) |
| Asphalt Rollers (all) | Mud Jacks |
| Forklifts | Portable Hydraulic Gantry (lift system C Rate) (F Rate if a second person is needed) |
| Hoists, one drum | Power Boilers (over 15 lbs. pressure) |
| House Elevators (except automatic call button controlled) | Pump Operators, installing or operating well points or other type of dewatering system |
| Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate | Pressure Groutings |
| Laser Screeds and like equipment | Trenchers (24" and under) |
| | Utility Operators |

Classification:
GROUP D

	07/01/15	05/01/16	05/01/17	05/01/18
Rate	\$34.23	\$35.48*	\$36.73*	\$37.98*
H & W	7.41	7.41	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	0.75	0.75	0.75	0.75
CISP (Cleveland)	0.18	0.18	0.18	0.18
E & S	0.09	0.09	0.09	0.09

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

- 55 Operators of:
- | | |
|---|--|
| Brooks with a manufacturer's weight of 3,500 lbs. and above | Mixers, one bag capacity (side loader) |
| Compressors, on building construction | Post Drivers |
| Conveyors, building material | Post Hole Diggers |
| Generators | Pavement Breakers, hydraulic or cable |
| Guniting Machines | Road Widening Trenchers |
| Mixers, capacity more than one bag | Rollers |
| | Welder Operators |

Classification:
GROUP E

	07/01/15	05/01/16	05/01/17	05/01/18
Rate	\$33.91	\$35.16*	\$36.41*	\$37.66*
H & W	7.41	7.41	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	0.75	0.75	0.75	0.75
CISP (Cleveland)	0.18	0.18	0.18	0.18
E & S	0.09	0.09	0.09	0.09

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

56 Operators of:	Finishing Machines
Backfillers and Tampers	Forklifts (masonry work only)
Batch Plants	Form Trenchers
Bar and Joint Installing Machines	High Pressure Pumps (over 1/2" discharge)
Bull Floats	Hydro Seeders
Burlap and Curing Machines	Pumps (4" and over discharge), provided it is not part of a
Cleaning Machine Operator	dewatering system discharged into a common header
(decontamination included)	Self-Propelled Power Spreaders
Clefplanes	Self-Propelled Sub-Graders
Concrete Spreading Machines	Submersible Pumps (4" and over discharge), provided it is not
Crushers	part of a dewatering system discharged into a common header
Deckhands	Tire Repairmen
Drum Firemen (asphalt)	Tractors, pulling sheepsfoot rollers or graders
Farm-type Tractor, pulling attachments	Vibratory Compactors, with integral power

Classification:
GROUP F

	07/01/15	05/01/16	05/01/17	05/01/18
Rate	\$26.83	\$28.08*	\$29.33*	\$30.58*
H & W	7.41	7.41	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	0.75	0.75	0.75	0.75
CISP (Cleveland)	0.18	0.18	0.18	0.18
E & S	0.09	0.09	0.09	0.09

*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

57 Operators of:	Inboard, Outboard Motor Boat Launches
Apprentice/Helpers, Oiler, Signalmen	Light Plant Operators
Barrier Moving Machines (additional duty, paid same rate)	Planers (all types)
Bobcat-type and/or Skid Steer Loader	Power Boilers (less than 15 lbs. pressure)
Bobcat-type and/or Skid Steer Loader with any and all attachments	Power Driven Heaters (oil fired)
Brokks with a manufacturer's weight less than 3,500 lbs.	Power Scrubbers
Cranes — compact; track or rubber under 4000 lbs. capacity	Power Sweepers
Geodimeter	Pumps (under 4" discharge)
Grade Checker	Rod Man
Grinders (all)	Rotomills
	Saw (concrete vermeer-type)
	Submersible Pumps (under 4" discharge)
	Vac/Alls
	Cutting, burning and fabricating on equipment and their attachments

**REGISTERED APPRENTICESHIP WAGE SCHEDULE - ZONE 1A
EFFECTIVE JULY 1, 2015**

APPRENTICE RATES		TRAINEE RATES	
Year	Percentage of Bulldozer Rate	Year	Percentage of Bulldozer Rate
First	60%	First	50%
Second	70%	Second	60%
Third	80%	Third	70%
Fourth	90%	Fourth	80%

There will be a 5% increase for the apprentices on top of the percentages listed above provided they are dispatched to operate or assigned to operate mobile equipment.

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SPECIAL RATES

Any work under A, B, and C as described in Article I of this Agreement awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

EXHIBIT "B"

AFFIRMATIVE ACTION PROGRAM

1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion, or national origin.

2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment, upgrading, demotion or transfer, recruitment and recruitment advertising, lay-off or termination, rate of pay, and selection for all types of training.

3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

A. APPRENTICESHIP

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:

1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies, and state employment offices.

2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.

3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications, and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.

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4. Provide application forms for apprenticeship and adequate instruction for properly preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation, and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, The Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a participating employer, The Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures, as well as the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job, make every effort to assist and encourage minority group apprentices, and to welcome such individuals to the job, and

B. Have each apprentice and pre-apprentice trainee assigned to a Journeyperson Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and

D. The education, training requirements, and disciplines of registered apprentices shall be governed by the Joint Apprenticeship and Training Committee and Standards.

B. JOURNEYPERSONS

1. The parties will undertake a joint training program to assure equal opportunity to all journeypersons who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the reasons for such determination shall be noted in writing, and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agreement and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

The parties shall from the date of this Agreement, when

required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer or successors, although not a member of the CEA or has not assigned his bargaining rights, does hereby join in, adopt, accept, and become a party to the collective bargaining agreement heretofore made by the CEA with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for Health & Welfare, Pension, Apprenticeship Training, Education & Safety (E&S), or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

Employer Name

Employer Address

City State Zip Code

Area Code & Telephone Number Area Code & Fax Number

Authorized Employer Representative (Signature) Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative (Signature)

CONTRACTORS COPY

(ORIGINAL SIGNATURE)

ACCEPTANCE OF AGREEMENT

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Employer Name

Employer Address

City

State

Zip Code

Area Code & Telephone Number

Area Code & Fax Number

Authorized Employer Representative (Signature)

Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative

(Signature)

HEADQUARTERS COPY

(ORIGINAL SIGNATURE)

For Headquarters Use Only

CODE _____

ACCEPTANCE OF AGREEMENT

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Employer Name

Employer Address

City State Zip Code

Area Code & Telephone Number Area Code & Fax Number

Authorized Employer Representative (Signature) Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative (Signature)

UNION DISTRICT COPY (ORIGINAL SIGNATURE)

For Headquarters Use Only CODE _____

ACCEPTANCE OF AGREEMENT

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Employer Name

Employer Address

City

State

Zip Code

Area Code & Telephone Number

Area Code & Fax Number

Authorized Employer Representative (Signature)

Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative

(Signature)

FRINGE OFFICE COPY

(ORIGINAL SIGNATURE)

For Headquarters Use Only

CODE _____

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer or successors, although not a member of the CEA or has not assigned his bargaining rights, does hereby join in, adopt, accept, and become a party to the collective bargaining agreement heretofore made by the CEA with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for Health & Welfare, Pension, Apprenticeship Training, Education & Safety (E&S), or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

Employer Name

Employer Address

City

State

Zip Code

Area Code & Telephone Number

Area Code & Fax Number

Authorized Employer Representative (Signature)

Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 18 and its Branches (AFL-CIO)

Union Representative

(Signature)

ASSOCIATION COPY

(ORIGINAL SIGNATURE)

